

# Application Form

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## *Introduction*

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**As of 5 PM, 11/12/2020, Behavioral Health proposals for future programming will no longer be accepted. Under the Behavioral Health category, you may only apply for reimbursement of past expenses related to COVID-19.**

**NOTE: If your organization is awarded a grant, it is likely to be issued on a cost-reimbursement basis. This is determined at the contracting stage. Please consider this when developing your request and project start date.**

The submission of an application is not a guarantee or commitment of funding. This application will be made public, in its entirety, including any attachments or uploads.

To see the rubric by which your organization's application will be scored, [click here](#).

**Please answer these questions FIRST**, as the application will show you the required sections and fields to complete based on your answers.

### **Priority Funding Areas\***

Please select the priority area(s) most relevant to your request (see the PCF website for examples).

Behavioral Health

### **Reimbursement\***

The Pinellas CARES Nonprofit Partnership Fund allows requests to ask for reimbursement of expenditures related to COVID-19 programming within the Priority Funding Areas that took place between March 1, 2020 and the time of application.

Will your organization be applying for this cost reimbursement?

No

### **Future Programming\***

Will your organization be applying for funding for services to be delivered between the grant award decision and December 30, 2020?

**As of 5 PM, 11/12/2020, you may no longer apply for future programming for Behavioral Health. You may only apply for reimbursement of already-rendered services related to COVID-19.**

Yes

### Project Name\*

Improving Behavioral Health in Pinellas County Schools and Homes with Inner Explorer.

### EIN\*

45-2395336

### DUNS Number\*

Please provide your organization's DUNS number. This is the Data Universal Numbering System.

You can search for your DUNS number here: <https://www.dnb.com/duns-number/lookup.html>

If you do not have a DUNS number, you can apply for one here (it is free and may take 3-4 days for approval): <https://www.dnb.com/duns-number/get-a-duns.html>

**This field is optional as to not stop a qualifying organization from applying. HOWEVER, a DUNS number *will* be required if your organization is approved for a grant. Your organization should apply for a DUNS number now if it does not yet have one.**

968398995

### Mission Statement\*

Inner Explorer's mission is to make daily mindfulness practice as common as daily teeth brushing for PK-12th grade students. It is proven to improve behavioral health by reducing the biological effects of stress. Students develop stress resiliency with the 10-minute a day audio-guided practices, and improve their emotional regulation, coping and collaboration skills, and academics. It effectively closes the achievement gap and fosters education equity (ex.-Sullivan Partnership School-Tampa).

### Total Operating Expenditure\*

What are your total annual operating expenses?

\$1,260,000.00

### Amount Requested\*

Please review the entire application and its fiscal requirements before determining the total amount your organization will be requesting. This amount

should include any reimbursements your organization is seeking for past COVID-19 programming.

Typical funding requests will range between \$25,000 and \$250,000. Amounts above and below are accepted, provided the request can be justified by community need.

**Requests at the higher end, or above this range must have a significant and sustained impact on the vulnerable community being served. Your organization's capacity for spending a large amount of funds must also be justified.**

\$97,300.00

If you are requesting more than \$250,000 or a large capital expenditure, please speak with PCF program staff to discuss the feasibility of your request **PRIOR TO submission**.

### Priority Populations\*

Please select the priority populations your programming will serve:

Note: Examples of "high-risk pandemic response jobs" include front-line workers, nurses, medical housekeeping staff, nonprofit employees, law-enforcement and medical first responders.

- Communities of color
- Children and/or the elderly
- Residents with language barriers
- Low-income families

### Guiding Principles\*

One of the guiding principles of this fund is that it will apply a lens of equity to ensure the needs of specified priority populations are met.

**From the priority populations you have indicated above, please explain to what extent one or more these populations are involved in the creation, design, and impact of your organization (or this specific project).**

Inner Explorer (IE) believes that without education equity, there will be no social equity or justice. Sadly, COVID has amplified these inequities. Increased stress inhibits healthy brain growth, triggers behavior problems and blocks learning. Without intervention, more children will struggle to succeed in school, and in life.

IE provides a biological countermeasure to this chain of events, that affects over 70% of all US students, particularly in urban school districts like PCS. Mindfulness is foundational to learning readiness. It reduces reactivity in the fight/flight system and enhances higher order thinking in the prefrontal cortex (PFC). It is the best hope for equity because it addresses these issues at the root.

IE has diverse narrators, feedback from educators and students in Title I schools, and is available in English and Spanish. IE engages entire learning communities in behavioral health promoting practices to address the digital divide and inequity in PCS.

### Length of time operating program/project\*

Please briefly explain how long you have been operating the program or project for which you are requesting funds. **This funding is for expansion of existing programming or sustaining an existing expansion to meet community needs.**

Inner Explorer has expanded due to the current crisis in behavioral health, from 3 schools in 2012 to 5000 schools in 2020, including 6 in Pinellas. The proposal will provide expansion in PCS from 6 schools to all 121 schools, including families.

## Service Area\*

In which areas of the county do you physically provide services?

- North County (locations such as Tarpon Springs, Crystal Beach, Palm Harbor)
- Mid-County (locations such as Clearwater, Largo, Safety Harbor)
- South County (locations such as St. Petersburg, Lealman, Kenneth City)

## Impact on Organization\*

What has been the impact of the coronavirus/COVID-19 on the services of your organization? (Example: inability to provide enough food, unable to provide behavioral health sessions, lack of volunteerism, etc.)

As a technology delivered program, Inner Explorer (IE) was already digitally accessible in schools. COVID-19 accelerated our efforts around integration for home use and remote learning applications. The program can now be used in classrooms, after-school centers and remote learning environments, synchronously or asynchronously, reaching kids and families, wherever they are, every day.

IE is also available on any device (web, mobile, Kindle) and integrated with remote applications (Google Classroom, Microsoft Teams, Zoom) and district Learning Management Systems -LMS's (Clever, Schoology). Teachers have single sign on capability similar to other district applications and can "assign" IE to students as part of the core curriculum. Teachers and families without connectivity can download practices when they have coverage and listen later. Accessibility of these stress and trauma mitigating practices will enhance behavioral health, will improve learning and teaching 'readiness', while reducing the digital divide exacerbated by the pandemic.

As a result of these changes, and the growing evidence base as to the efficacy of IE to improve behavioral and mental health, we have seen a massive increase in new school contracts. Prior to COVID, 3800 schools were using IE, now 5000 are, projected to reach 6000 by December 2020.

With a low price (\$1400/school) and high impact, more districts are allocating budget funds to pay for the program. The challenge this year is the need outweighs the available funding, meaning the most at-risk schools and districts are the last to get access due to COVID-related funding constraints. To solve for this equity issue, we align with regional foundations like PCF, to offer initial funding to cover the cost of the program for all district schools for a period of time. Then the district can assess impact and ROI, more easily justifying the cost in the following years budget. This was the case in Broward and many other districts nationwide.

## *Fiscal Accountability*

### Federal Fund Disclosure\*

If your organization is awarded this grant, you may be considered a subrecipient of federal funding. THEREFORE, if you are deemed a subrecipient and your organization reaches a threshold of having spent more than \$750,000 in federal funding this fiscal year (this INCLUDES other federally funded programs), it will be subject to requirements

**of the Federal Single Audit Act. This will require your organization to comply with Federal Compliance Requirements and may necessitate additional expenses for your organization and you should prepare for this.**

**It is advisable that you contact a certified public accountant (CPA) or other professional for guidance.**

Yes, my organization understands and assumes all liabilities/costs in regards to federal funding.

### **Audited Financial Statements\***

Does your organization routinely contract to have an audit conducted of its financial statements?

Yes

### **Most Recently Filed IRS Form 990\***

Please upload a copy of the organization's most recently filed IRS Form 990. **This is absolutely required.**

IE FY2020 Tax Returns (990).PDF

### **Board-Approved Budget\***

Please upload your most recently board-approved budget for this fiscal year in PDF format.

IE FY2021 OP Final.pdf

## ***Audited Financial Statements***

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### **Most Recent Audited Financial Statements\***

If your organization routinely contracts for an independent audit of its financial statements, including audits in accordance with Uniform Guidance and/or Chapter 10.650, Rules of the Auditor General, upload the most recent audit. The document should not be more than a year old.

IE FY2020 Audit Report and Financial Statements.pdf

### **Management Letter\***

Please provide a management letter indicating any findings from your organization's most recent independent audit.

**If there is no management letter, please explain why.**

The letter is embedded in the audit report.

## *Expansion or Sustaining of Exact Programming Funded by Another Source*

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### Existing Contract

If you are applying for funding to expand and/or sustain COVID-19 response programming that has already been funded by another source, please upload that contract here and provide a brief description of the funding source and relationship with the funder. Please note that any costs funded by another source are not allowed to be included in this application. Only the costs that are required to expand or sustain programs in excess of that funding will be considered for the purposes of this application.

In response to the pandemic, Inner Explorer (IE) received support from both The Allstate Foundation and LG Electronics to fund the development and free access of 'IE@Home' app for families from April to September 2020. The funding allowed us to quickly launch the new app, to iterate on the design for simplified family use (even with multiple children at home), to optimize the user interface and tools, and to integrate access on multiple devices and platforms. Thousands of families used the program through the spring and summer.

'IE@Home' access is included in our Community Edition license (\$1400/school/year) which provides programming for every teacher, every staff person and every family in the school community. This grant proposes a half year license (\$700 per 115 schools, with the additional 6 already having licenses). Family access, thanks to the grants noted above, is a unique feature of Inner Explorer, offering free stress reduction tools for families (\$59 value/PCS family!)

## *Funding and Usage*

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### Client Service Delivery\*

Briefly describe the services to be delivered under the programming for which you are requesting funding. Please include when and where the services will occur, how the target population will access the services, and the length of time the services will be provided. **Please specify the zip codes of participants. If not available, specify the zip codes of service delivery points.**

The project will provide Inner Explorer's (IE) audio-guided, daily mindfulness program to 121 Pinellas County schools and remote learning locations, including all homes. Approximately 100k students, 40k families and 17k educators in the district will have access. The project will be fully implemented prior to 12/31/20.

If the grant is approved, the 'PCS-IE Portal' will be activated to easily onboard educators and families. They click the link, select their school, and add their name. An automated message invites them to complete the registration, taking less than a minute. This will accelerate implementation so that schools/families can begin using IE immediately.

The program does not require teacher prep or training. A 5-minute online orientation video briefly explains the 'why' and 'how' of mindfulness and the steps to begin the IE program. This easy entry is critical now, as COVID has created a behavioral health crisis and any solution to address it must be simple enough to inspire engagement.

IE includes four age-appropriate series from preschool to high school, each with ninety 10-minute practices. The program is available in both English and Spanish. Teachers log in and press 'play' on Day 1, Day 2 etc., and practice WITH students. Families are invited to opt in and listen from home/work, for a shared

experience that benefits the entire learning community. A part-time IE coordinator will work directly with school admins to embed the programming in just 10-minutes/day.

IE is formatted on the world-renowned Mindfulness Based Stress Reduction (MBSR) protocol with more than 7000 published studies proving irrefutably that it reduces stress and improves behavioral health. MBSR programs are the standard of care in mental health showing equal or better outcomes than counseling and/or prescription meds for chronic mental health conditions (American Mindfulness Research Association). IE is a proven way to bring MBSR into the classroom (and home).

## Communication/Outreach and Community Engagement Efforts\*

In what ways is your organization marketing and communicating its available programming to the community it serves? How will you ensure that your target population is aware of your services and utilizes them?

Communication announcing the opportunity to begin using the Inner Explorer (IE) program will happen immediately. We'll work with Lori Matway, Associate Superintendent, (who said she'd want the program for every educator and family if funding were available) to send notice to educators/staff/families outlining the program benefits and providing the portal link for them to sign up. Local PTA's will also share the information with parents in each school on various channels including email, FB, Español FB, Instagram, and Twitter. Communications and the PCS Portal will include language highlighting the PCF/Pinellas CARES funding.

IE will coordinate press releases to notify the community. As an example, an article published by the Tampa Bay Times highlighted this work in two schools in Pinellas and Hillsborough in 2017. Interestingly the schools profiled in this article still use IE, and the one Title I school in Tampa has literally closed the achievement gap!

The project will provide access to all district schools and families, beginning in Oct/Nov 2020. We'll engage the lowest performing (C, D and F rated) and Title I schools first. Experience has shown that when there is an advocate in the administration who strongly suggests program usage, a large percent of schools and classrooms will participate. This year, with the increased burdens of COVID, stress reduction tools will be a welcomed addition and we expect solid adoption throughout the district and the school year.

## Hurricane Preparedness\*

If a hurricane-related emergency were to strike Pinellas County this year and cause an interruption in your organization's normal programming, how would you return to offering the programming, and continue to spend awarded funds from this grant?

**There is an expectation that your programming will be able to continue in the event of a hurricane-related emergency.**

***If your organization has a COOP (Continuity of Operations Plan), you may upload it here instead of providing a text answer. You may redact sensitive information from your organization's COOP.***

As a digitally available program, accessible on any device in any location, a hurricane would not inhibit our work beyond possibly a few days if the power and cell service is out. Most often these would be restored within a week or two at the most, and we would proceed to provide full access to schools and homes.

## Evidence of Insurance Coverage\*

Grantees of the Pinellas CARES Nonprofit Partnership Fund will be required to maintain appropriate insurance to cover the services proposed in this application. PCF will determine whether this coverage is appropriate.

Please upload evidence of insurance policies that cover the programming for which your organization is requesting funds.

**If there is no insurance coverage for this programming, please provide an explanation as to why.**

IE FY2021 - Insurance Policy.pdf

## Insurance Requirement\*

**If you are awarded a contract for the Pinellas CARES Nonprofit Partnership Fund, you will be required to list Pinellas Community Foundation as an additional insured through your general liability insurance. If you would like to begin this process now, please contact your general liability insurance carrier.**

**Here is the information for your carrier:**

Pinellas Community Foundation  
17755 US Highway 19 N  
Suite 150  
Clearwater, FL 33764  
727-531-0058

**Please check the box below to indicate that you understand and will be able to comply with this requirement.**

Yes, I understand this requirement.

The Budget Summary and Budget Narrative sections are absolutely critical to a successful application. Improperly completed forms will be returned to you to fix, and will delay a funding decision being made on your application. Please see the examples in each section. To avoid rejection of your organization's application, PCF HIGHLY recommends you watch this short, instructional video as well: **Budget Narrative/Summary Instructions**

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**Update as of 9/25/2020:** Due to new U.S. Department of the Treasury guidance, the CARES Act does not cover *any* administrative or indirect costs. The Budget Narrative and Summary have been updated. CFO, CEO, and other types of "administrative" time must be documented as a **direct cost on an hourly basis** under Personnel or Contracted Services. The above webinar will be updated shortly.

If your organization is awarded a grant, it is likely to be issued on a cost-reimbursement basis. Please consider this when developing your budget narrative and summary.

**Note about Hazard Pay:** Hazard pay will not automatically be approved as a budget item. Hazard pay is only for hazardous duty or work involving physical hardship, in each case that is related to COVID-19. Much of the immediate hazards of COVID-19 can be mitigated by appropriate use of PPE and/or regular sanitizing of spaces. The threshold for approval of hazard pay is high. It is best that you inquire in advance of adding this to a budget in your grant application.

If you would like to use a unit of service cost as a basis for your budget, you MUST contact Pinellas Community Foundation program staff FIRST to discuss this possibility.

## Budget Summary\*

Please download the budget summary template **HERE** and complete it. **If you have selected multiple Priority Fund Areas, you should include ALL costs in this summary.**

**Capital includes buildings, vehicles, equipment at \$3,000 or more per item. The purchase of capital must represent the lower cost option for the period during which the purchased asset would be used for COVID-response activities. Outright purchase must be less than the cost of renting or leasing OR if renting or leasing is not available.**

**CLICK HERE TO SEE AN EXAMPLE OF A PROPERLY COMPLETED BUDGET SUMMARY.**

Please export as a PDF and upload it.

CARES-INNER EXPLORER -Budget-Summary.xlsx

## Budget Narrative\*

Please download the budget narrative template [HERE](#) and complete it.

**The budget narrative needs to do more than define the expenses. It should clearly state what is going to be paid using CARES funds and then justify the expenses as a program expansion (or sustaining an already expanded program) as a result of COVID-19. Do not bold, underline, or italicize. Use dollar amounts that match your Budget Summary.**

**If you have selected multiple Priority Fund Areas, you should include ALL costs in this narrative.**

**[CLICK HERE TO SEE AN EXAMPLE OF A PROPERLY COMPLETED BUDGET NARRATIVE.](#)**

**Capital includes buildings, vehicles, equipment at \$3,000 or more per item. The purchase of capital must represent the lower cost option for the period during which the purchased asset would be used for COVID-response activities. Outright purchase must be less than the cost of renting or leasing OR if renting or leasing is not available.**

Please export as a PDF and upload it.

CARES-INNEREXPLORER Partnership-Fund-Budget-Narrative-Grant\_Final.pdf

## Capital Requests

If you are requesting funding for capital expenses, please upload bids/estimates/rental agreements to match the expenses described in your budget summary and narrative.

Please upload in PDF format.

Logistical partner organizations (LPOs) are considered to be a critical part of service delivery strategy for this grant program, and using them is highly encouraged. Typical LPOs are:

- Grassroots organizations with small annual operating budgets (under \$50,000)
- Churches and other faith-based organizations
- Neighborhood associations
- Social organizations/collaboratives
- Resident councils in low-income house communities
- Neighborhood family centers
- Senior centers

Their essential role is to serve as outreach, information, referral and service delivery sites for food distribution, legal aid counseling to prevent evictions and behavioral health services, consistent with the three priority need areas in the grant specifications.

## Are you going to use LPOs in this programming?\*

No

## *Behavioral Health*

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As of 5 PM, 11/12/2020, Behavioral Health proposals for future programming will no longer be accepted. Under the Behavioral Health category, you may only apply for reimbursement of past expenses related to COVID-19. Do not fill this area out.

This grant will require weekly reporting on the following measures:

- Number of individuals receiving **COVID-19-related behavioral health services** by in person, telehealth, or telephone by zip code of participant or service delivery point (participant zip code is preferred)

This grant will require monthly reporting on the following measures:

- **Percentage of target met** of the projected number of people receiving **COVID-19-related behavioral health services** by in person, telehealth, or telephone.
- **Monthly Progress Rate** as defined by your measurement and methodology specified below

### **Affirmation of Reporting\***

I affirm that my organization is capable of providing weekly and monthly reports on the above measures.

Yes

### **Measurement - Behavioral Health\***

The Pinellas CARES Nonprofit Partnership Fund understands that behavioral health involves several dimensions of clinical need and organizational infrastructure.

For the purpose of this grant, applicants are asked to select **ONE** robust measure of progress that can be validly measured on a monthly basis. Please describe the instrument that you are going to use and how the results are interpreted to indicate progress.

The project will use “behavior events” as the key measure of program effectiveness. For instance, when a student gets a detention or suspension due to behavior issues, there is a record of that event, called discipline or behavior event. Students often act out due to unmitigated stress, trauma or mental health issues. It creates a cascading effect as the child is removed from the classroom learning environment. We will evaluate program usage and the impact on behavior events by school and classroom, comparing the first quarter of the school year as the “pre-condition” and at the end of the school year as the “post-condition”. The Inner Explorer program has analytics reporting on program usage and the schools already collect behavior data. We will further evaluate the types of behavior events that occurred pre and post to see if both the volume and intensity of behavior problems declined during the program.

### **Methodology\***

Please state how you will define and document a **monthly** Progress Rate for all clients in the program based on the selected behavior change measure(s) specified above.

**Monthly Projected Progress Rate (%):** Using the definition of progress described above, project the percentage of progress achieved on a monthly basis.

Prior research on the Inner Explorer program shows that in an 8-week period, behavioral health will improve by 60%. There have been additional assessments in high poverty schools where behavioral health was improved by 77% over the school year.

Data specialist, Travis Grady, will run monthly reports on the volume, type and trends of behavior events in a cross section of schools. Inner Explorer's technology platform tracks usage rates by classroom, school and family so that an assessment can be made comparing usage rates to behavioral health outcomes. This project is meant to develop a solid case that these tools ought to be integrated into the school day in every school (and home) similar to daily teeth brushing. Mindfulness Based Social Emotional Learning programs like Inner Explorer are proven to promote mental and behavioral health, academic success and wellbeing. The data from this project can be used by other districts as well.

### Number of Clients Served During Grant Period - Behavioral Health\*

This grant period ends on December 30, 2020. Please estimate the number of clients that will be served for **behavioral health** by the end of the grant period.

100000

### Estimated Percentage of Progress - Grant Period\*

Please estimate % of progress on the proposed measure during the grant period.

60

### September Projections - Number Served - Behavioral Health\*

Please estimate the number of individuals to be served by this funding for **behavioral health** in **September 2020**.

0

### September Projections - Progress Rate - Behavioral Health\*

Please project an estimated progress rate for your clients **for September 2020**. This is the percentage of clients that show improvement according to tool(s) you specified in the "Measurement" section above.

0

### October Projections - Number Served - Behavioral Health\*

Please estimate the number of individuals to be served by this funding for **behavioral health** in **October 2020**.

15000

### October Projections - Progress Rate - Behavioral Health\*

Please project an estimated progress rate for your clients based **for October 2020**. This is the percentage of clients that show improvement according to tool(s) you specified in the "Measurement" section above.

10

### November Projections - Number Served - Behavioral Health\*

Please estimate the number of individuals to be served by this funding for **behavioral health** in **November 2020**.

25000

### November Projections - Progress Rate - Behavioral Health\*

Please project an estimated progress rate for your clients based **for November 2020**. This is the percentage of clients that show improvement according to tool(s) you specified in the "Measurement" section above.

25

### December Projections - Number Served - Behavioral Health\*

Please estimate the number of individuals to be served by this funding for **behavioral health** in **December 2020**.

100000

### December Projections - Progress Rate - Behavioral Health\*

Please project an estimated progress rate for your clients based **for December 2020**. This is the percentage of clients that show improvement according to tool(s) you specified in the "Measurement" section above.

60

## *Funder Involvement*

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**Which of the funders have provided a grant to your organization within the last three years?\***

Foundation for a Healthy St. Petersburg

## Other Funding Sources

If your organization has submitted applications to other funders or has received funding in response to coronavirus/COVID-19 from another funder, please briefly describe below:

Many experts believe a mental/behavioral health crisis is a looming epidemic behind the pandemic. The additional financial and emotional stressors attributed to this crisis will burden families and schools well beyond when a vaccine is available.

As noted above, we partnered with LG Electronics and The Allstate Foundation to develop our family app, 'IE@Home' to make our program available for free from April-September 2020. In addition, the Barancik Foundation and Community Foundation Sarasota County funded the implementation of the Inner Explorer program district-wide in Sarasota (similar to this proposal for Pinellas). The Community Foundation Tampa Bay funded Inner Explorer implementation in the "Transformation Schools" in Hillsborough this year. As well, the Skillman Foundation has funded this same type of project in Detroit. We are also working on similar place-based efforts in 4 major markets with The Allstate Foundation and with Comcast Foundation.

## Corrective Action\*

Is your organization currently under a corrective action agreement with any funder (including but not limited to those listed above)? If yes, please explain in detail, including the status of the corrective action. If no, state **No**.

No

## Confirmation

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### Signature and Affirmation\*

By submitting this application, I hereby swear that executive leadership is aware of this request for funding, and if this funding is approved, my organization will be able to use these funds in the manner described in the application.

**Please type your name as an electronic signature and the date on which you are submitting this application.**

Laura S. Bakosh

## File Attachment Summary

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### *Applicant File Uploads*

- IE FY2020 Tax Returns (990).PDF
- IE FY2021 OP Final.pdf
- IE FY2020 Audit Report and Financial Statements.pdf
- IE FY2021 - Insurance Policy.pdf
- CARES-INNER EXPLORER -Budget-Summary.xlsx
- CARES-INNEREXPLORER Partnership-Fund-Budget-Narrative-Grant\_Final.pdf

**Caution:** Forms printed from within Adobe Acrobat may not meet IRS or state taxing agency specifications. When using Acrobat, select the "Actual Size" in the Adobe "Print" dialog.

CLIENT'S COPY

OCTOBER 2, 2020

INNER EXPLORER, INC.  
430 FRANKLIN VILLAGE DRIVE 325  
FRANKLIN, MA 02038-4007

PROFESSIONAL SERVICES RENDERED IN THE PREPARATION OF YOUR 2019  
EXEMPT ORGANIZATION TAX RETURNS, INCLUDING:

FORM 990, RETURN OF ORGANIZATION EXEMPT FROM INCOME TAX  
SCHEDULE A, PUBLIC CHARITY STATUS AND PUBLIC SUPPORT  
SCHEDULE B, SCHEDULE OF CONTRIBUTORS  
SCHEDULE D, SUPPLEMENTAL FINANCIAL STATEMENT  
SCHEDULE L, TRANSACTIONS WITH INTERESTED PERSONS  
SCHEDULE O, SUPPLEMENTAL INFORMATION  
FORM 8879-EO, E-FILE SIGNATURE AUTHORIZATION  
CA 199, EXEMPT ORGANIZATION RETURN  
CA 3586, PAYMENT VOUCHER  
CA 8453-EO, E-FILE RETURN AUTHORIZATION FOR EXEMPT ORGS  
CA RRF-1, REGISTRATION/RENEWAL FEE REPORT  
MA FORM PC, FORM PC  
NY CHAR500, ANNUAL FILING FOR CHARITABLE ORGANIZATIONS

TAX PREPARATION FEE

OCTOBER 2, 2020

INNER EXPLORER, INC.  
430 FRANKLIN VILLAGE DRIVE 325  
FRANKLIN, MA 02038-4007

INNER EXPLORER, INC.:

ENCLOSED ARE THE ORIGINAL AND ONE COPY OF THE 2019 EXEMPT  
ORGANIZATION RETURNS, AS FOLLOWS...

2019 FORM 990

2019 CALIFORNIA FORM 199

2019 CALIFORNIA FORM RRF-1

2019 MASSACHUSETTS FORM PC

2019 NEW YORK FORM CHAR500

EACH ORIGINAL SHOULD BE DATED, SIGNED AND FILED IN ACCORDANCE  
WITH THE FILING INSTRUCTIONS. THE COPY SHOULD BE RETAINED  
FOR YOUR FILES.

VERY TRULY YOURS,

## Filing Instructions

**Prepared for:**

INNER EXPLORER, INC.  
430 FRANKLIN VILLAGE DRIVE 325  
FRANKLIN, MA 02038-4007

**Prepared by:**

DANIEL DENNIS & COMPANY LLP  
990 WASHINGTON STREET, STE 308A  
DEDHAM, MA 02026

2019 FORM 990

**ELECTRONIC FILING:**

THIS RETURN HAS BEEN PREPARED FOR ELECTRONIC FILING. IF YOU WISH TO HAVE IT TRANSMITTED ELECTRONICALLY TO THE IRS, PLEASE SIGN, DATE, AND RETURN FORM 8879-EO TO OUR OFFICE. WE WILL THEN SUBMIT THE ELECTRONIC RETURN TO THE IRS. DO NOT MAIL A PAPER COPY OF THE RETURN TO THE IRS.

2019 CALIFORNIA FORM 199

YOU HAVE A BALANCE DUE OF .....\$ 10.00

THE CALIFORNIA FORM 199 RETURN HAS BEEN PREPARED FOR ELECTRONIC FILING. IF YOU WISH TO HAVE IT TRANSMITTED ELECTRONICALLY TO THE FTB, PLEASE SIGN, DATE AND RETURN FORM 8453-EO TO OUR OFFICE. WE WILL THEN SUBMIT THE ELECTRONIC RETURN TO THE FTB. DO NOT MAIL THE PAPER COPY OF THE RETURN TO THE FTB.

SEPARATELY MAIL CALIFORNIA FORM FTB 3586 WITH A CHECK OR MONEY ORDER FOR \$10.00, PAYABLE TO FRANCHISE TAX BOARD ON OR BEFORE NOVEMBER 16, 2020.

MAIL TO - FRANCHISE TAX BOARD  
PO BOX 942857  
SACRAMENTO CA 94257-0531

## Filing Instructions

**Prepared for:**

INNER EXPLORER, INC.  
430 FRANKLIN VILLAGE DRIVE 325  
FRANKLIN, MA 02038-4007

**Prepared by:**

DANIEL DENNIS & COMPANY LLP  
990 WASHINGTON STREET, STE 308A  
DEDHAM, MA 02026

2019 CALIFORNIA FORM RRF-1

YOU HAVE A BALANCE DUE OF .....\$ 150.00

ENCLOSE A CHECK OR MONEY ORDER FOR \$150.00, PAYABLE TO DEPARTMENT OF JUSTICE.

THE REPORT SHOULD BE SIGNED AND DATED BY THE AUTHORIZED INDIVIDUAL(S).

PLEASE MAIL ON OR BEFORE NOVEMBER 16, 2020.

MAIL TO - REGISTRY OF CHARITABLE TRUSTS  
P.O. BOX 903447  
SACRAMENTO, CA 94203-4470

2019 MASSACHUSETTS FORM PC

YOU HAVE A BALANCE DUE OF .....\$ 500.00

PAYMENT FOR THE BALANCE DUE MUST BE MADE ELECTRONICALLY VIA THE COMMONWEALTH OF MASSACHUSETTS WEBSITE AT:

WWW.PAYBILL.COM/MAAGOCHARITIES

THE REPORT SHOULD BE SIGNED AND DATED BY THE AUTHORIZED INDIVIDUAL(S).

ALL THE NECESSARY ATTACHMENTS SHOULD BE INCLUDED WITH FORM PC BEFORE FILING.

PLEASE MAIL ON OR BEFORE NOVEMBER 16, 2020.

MAIL TO - NON-PROFIT ORG/PUBLIC CHARITIES DIV  
OFFICE OF THE ATTORNEY GENERAL  
ONE ASHBURTON PLACE  
BOSTON, MA 02108

## Filing Instructions

**Prepared for:**

INNER EXPLORER, INC.  
430 FRANKLIN VILLAGE DRIVE 325  
FRANKLIN, MA 02038-4007

**Prepared by:**

DANIEL DENNIS & COMPANY LLP  
990 WASHINGTON STREET, STE 308A  
DEDHAM, MA 02026

2019 NEW YORK FORM CHAR500

YOU HAVE A BALANCE DUE OF .....\$ 25.00

ENCLOSE A CHECK OR MONEY ORDER FOR \$25.00, PAYABLE TO DEPARTMENT OF LAW.

THE REPORT SHOULD BE SIGNED AND DATED BY THE AUTHORIZED INDIVIDUAL(S).

THE ATTACHED COPY OF FEDERAL FORM 990 MUST BE PROPERLY SIGNED AND DATED.

PLEASE MAIL ON OR BEFORE NOVEMBER 16, 2020.

MAIL TO - NYS OFFICE OF ATTORNEY GENERAL  
CHARITIES BUREAU REGISTRATION SECTION  
28 LIBERTY STREET  
NEW YORK, NY 10005

Form **8879-EO**

# IRS e-file Signature Authorization for an Exempt Organization

OMB No. 1545-1878

For calendar year 2019, or fiscal year beginning JUL 1, 2019, and ending JUN 30, 2020

# 2019

Department of the Treasury  
Internal Revenue Service

▶ **Do not send to the IRS. Keep for your records.**  
▶ **Go to [www.irs.gov/Form8879EO](http://www.irs.gov/Form8879EO) for the latest information.**

Name of exempt organization

Employer identification number

**INNER EXPLORER, INC.**

**45-2395336**

Name and title of officer

**JANICE HOULIHAN  
CO-FOUNDER**

## Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line **1a, 2a, 3a, 4a, or 5a**, below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, or 5b**, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

<b>1a</b> Form 990 check here	▶ <input checked="" type="checkbox"/>	<b>b Total revenue</b> , if any (Form 990, Part VIII, column (A), line 12)	<b>1b</b>	<u>1,469,214.</u>
<b>2a</b> Form 990-EZ check here	▶ <input type="checkbox"/>	<b>b Total revenue</b> , if any (Form 990-EZ, line 9)	<b>2b</b>	_____
<b>3a</b> Form 1120-POL check here	▶ <input type="checkbox"/>	<b>b Total tax</b> (Form 1120-POL, line 22)	<b>3b</b>	_____
<b>4a</b> Form 990-PF check here	▶ <input type="checkbox"/>	<b>b Tax based on investment income</b> (Form 990-PF, Part VI, line 5)	<b>4b</b>	_____
<b>5a</b> Form 8868 check here	▶ <input type="checkbox"/>	<b>b Balance Due</b> (Form 8868, line 3c)	<b>5b</b>	_____

## Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2019 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

**Officer's PIN: check one box only**

I authorize **DANIEL DENNIS & COMPANY LLP** to enter my PIN **11111**  
ERO firm name Enter five numbers, but do not enter all zeros

as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature \_\_\_\_\_ Date 10/02/20

## Part III Certification and Authentication

**ERO's EFIN/PIN.** Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

**04143322222**  
Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2019 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature \_\_\_\_\_ Date 10/02/20

**ERO Must Retain This Form - See Instructions  
Do Not Submit This Form to the IRS Unless Requested To Do So**

LHA For Paperwork Reduction Act Notice, see instructions.

Form **8879-EO** (2019)

923051 10-03-19

**Return of Organization Exempt From Income Tax**  
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)  
▶ Do not enter social security numbers on this form as it may be made public.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A** For the 2019 calendar year, or tax year beginning **JUL 1, 2019** and ending **JUN 30, 2020**

<b>B</b> Check if applicable:  <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization <b>INNER EXPLORER, INC.</b> Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite <b>430 FRANKLIN VILLAGE DRIVE 325</b> City or town, state or province, country, and ZIP or foreign postal code <b>FRANKLIN, MA 02038-4007</b> <b>F</b> Name and address of principal officer: <b>JANICE HOULIHAN</b> <b>SAME AS C ABOVE</b>	<b>D</b> Employer identification number <b>45-2395336</b> <b>E</b> Telephone number <b>888-466-9732</b> <b>G</b> Gross receipts \$ <b>1,469,214.</b> <b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions) <b>H(c)</b> Group exemption number ▶
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		
<b>J</b> Website: ▶ <b>WWW.INNEREXPLORER.ORG</b>		
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		
<b>L</b> Year of formation: <b>2011</b>		<b>M</b> State of legal domicile: <b>MA</b>

**Part I Summary**

<b>1</b>	Briefly describe the organization's mission or most significant activities: <b>CHRONIC STRESS, WHETHER ASSOCIATED WITH POVERTY, VIOLENCE, FRACTURED FAMILIES, TECHNOLOGY</b>		
<b>2</b>	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
<b>3</b>	Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	<b>11</b>
<b>4</b>	Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	<b>9</b>
<b>5</b>	Total number of individuals employed in calendar year 2019 (Part V, line 2a)	<b>5</b>	<b>8</b>
<b>6</b>	Total number of volunteers (estimate if necessary)	<b>6</b>	<b>12</b>
<b>7a</b>	Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	<b>0.</b>
<b>7b</b>	Net unrelated business taxable income from Form 990-T, line 39	<b>7b</b>	<b>0.</b>
<b>8</b>	Contributions and grants (Part VIII, line 1h)	<b>Prior Year</b>	<b>Current Year</b>
<b>9</b>	Program service revenue (Part VIII, line 2g)	<b>698,897.</b>	<b>1,141,333.</b>
<b>10</b>	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<b>185,848.</b>	<b>326,712.</b>
<b>11</b>	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<b>0.</b>	<b>0.</b>
<b>12</b>	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>2,234.</b>	<b>1,169.</b>
<b>13</b>	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	<b>886,979.</b>	<b>1,469,214.</b>
<b>14</b>	Benefits paid to or for members (Part IX, column (A), line 4)	<b>0.</b>	<b>0.</b>
<b>15</b>	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	<b>0.</b>	<b>0.</b>
<b>16a</b>	Professional fundraising fees (Part IX, column (A), line 11e)	<b>504,827.</b>	<b>558,946.</b>
<b>16b</b>	Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>0.</b>	<b>0.</b>	<b>0.</b>
<b>17</b>	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	<b>700,703.</b>	<b>575,647.</b>
<b>18</b>	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	<b>1,205,530.</b>	<b>1,134,593.</b>
<b>19</b>	Revenue less expenses. Subtract line 18 from line 12	<b>-318,551.</b>	<b>334,621.</b>
<b>20</b>	Total assets (Part X, line 16)	<b>Beginning of Current Year</b>	<b>End of Year</b>
<b>21</b>	Total liabilities (Part X, line 26)	<b>872,808.</b>	<b>883,491.</b>
<b>22</b>	Net assets or fund balances. Subtract line 21 from line 20	<b>756,156.</b>	<b>432,218.</b>
		<b>116,652.</b>	<b>451,273.</b>

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer <b>JANICE HOULIHAN, CO-FOUNDER</b> Type or print name and title	Date  			
<b>Paid Preparer Use Only</b>	Print/Type preparer's name <b>COLLEEN D'ALFONSO</b>	Preparer's signature <b>COLLEEN D'ALFONSO</b>	Date <b>10/02/20</b>	Check if self-employed <input type="checkbox"/>	PTIN <b>P01707306</b>
	Firm's name ▶ <b>DANIEL DENNIS &amp; COMPANY LLP</b>	Firm's EIN ▶ <b>04-2734675</b>		Phone no. (617) <b>262-9898</b>	
	Firm's address ▶ <b>990 WASHINGTON STREET, STE 308A DEDHAM, MA 02026</b>				

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III [X]

1 Briefly describe the organization's mission: CHRONIC STRESS, WHETHER ASSOCIATED WITH POVERTY, VIOLENCE, FRACTURED FAMILIES, TECHNOLOGY OVERLOAD, PEER PRESSURE OR BULLYING, PREVENTS LEARNING AND IS A ROOT CAUSE OF POOR ACADEMIC PERFORMANCE, AND ULTIMATELY, NEGATIVE LIFE OUTCOMES. INNER EXPLORER, A NATIONAL

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [ ] Yes [X] No If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [ ] Yes [X] No If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ 1,068,279. including grants of \$ ) (Revenue \$ 327,881.) INNER EXPLORER BRINGS MINDFULNESS TO CHILDREN AND THEIR FAMILIES BOTH AT SCHOOL AND IN THE HOME. SPECIFICALLY, THE MODEL, BASED ON THE WORLD-RENOWNED MINDFULNESS BASED STRESS REDUCTION (MBSR) PROTOCOL, IS COMPRISED OF A 90-TRACK PROGRAM SERIES, OFFERED IN BOTH ENGLISH AND SPANISH, THAT EMPLOYS AN AUDIO-GUIDED APPROACH TO DELIVER CONTENT TO STUDENTS IN PRE-K THROUGH 12TH GRADE CLASSROOMS. EACH DAY, STUDENTS ARE GUIDED THROUGH A 5-10 MINUTE MINDFULNESS PRACTICE, DURING WHICH TIME TEACHERS ARE ENCOURAGED TO PARTICIPATE ALONGSIDE THEIR STUDENTS.

THE FOUR INNER EXPLORER PROGRAM MODELS, PRE-K-KINDERGARTEN (EXPLORING ME), ELEMENTARY SCHOOL (EXPLORING ORIGINALITY), MIDDLE SCHOOL (EXPLORING POTENTIAL) AND HIGH SCHOOL (EXPLORING RELEVANCE), ARE EACH

4b (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4d Other program services (Describe on Schedule O.) (Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses 1,068,279.

**Part IV Checklist of Required Schedules**

	Yes	No
<b>1</b> Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i> .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>2</b> Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>3</b> Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i> .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>4 Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i> .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>5</b> Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i> .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>6</b> Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i> .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>7</b> Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i> .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>8</b> Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i> .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>9</b> Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i> .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>10</b> Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i> .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>11</b> If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
<b>a</b> Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i> .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>b</b> Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i> .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>c</b> Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i> .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>d</b> Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i> .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>e</b> Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i> .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>f</b> Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i> .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>12a</b> Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i> .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>b</b> Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i> .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>13</b> Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i> .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>14a</b> Did the organization maintain an office, employees, or agents outside of the United States? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b</b> Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i> .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>15</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i> .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>16</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i> .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>17</b> Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i> .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>18</b> Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i> .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>19</b> Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i> .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>20a</b> Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i> .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b</b> If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return? .....	<input type="checkbox"/>	<input type="checkbox"/>
<b>21</b> Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i> .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Part IV Checklist of Required Schedules (continued)

Table with 3 columns: Question, Yes, No. Rows 22-38 detailing various organizational requirements and compliance checks.

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V [ ]

Table with 3 columns: Question, Yes, No. Rows 1a, 1b, 1c regarding Form 1096, Forms W-2G, and backup withholding rules.

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

Table with columns for question number, question text, and Yes/No response boxes. Includes questions 2a through 16 regarding employee reporting, tax returns, unrelated business income, foreign accounts, prohibited transactions, and charitable contributions.

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI [X]

Section A. Governing Body and Management

Table with 3 columns: Question, Yes, No. Rows include: 1a (11), 1b (9), 2 (X), 3 (X), 4 (X), 5 (X), 6 (X), 7a (X), 7b (X), 8a (X), 8b (X), 9 (X).

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 3 columns: Question, Yes, No. Rows include: 10a (X), 10b, 11a (X), 11b, 12a (X), 12b (X), 12c (X), 13 (X), 14 (X), 15a (X), 15b (X), 16a (X), 16b.

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed MA, CA, NY
18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20 State the name, address, and telephone number of the person who possesses the organization's books and records

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

**1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations. See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) LAURA BAKOSH CO-FOUNDER	40.00	X		X			0.	0.	0.	
(2) JANICE HOULIHAN CO-FOUNDER	40.00	X		X			0.	0.	0.	
(3) SAMANTHA ALLISON CHAIR	1.00	X		X			0.	0.	0.	
(4) KRISTIE DELUCA DIRECTOR	1.00	X					0.	0.	0.	
(5) SHERITA T CEASAR DIRECTOR	1.00	X					0.	0.	0.	
(6) TODD CASSLER DIRECTOR	1.00	X					0.	0.	0.	
(7) MICHAEL PRUELL DIRECTOR	1.00	X					0.	0.	0.	
(8) PAUL SUGAR DIRECTOR	1.00	X					0.	0.	0.	
(9) SAIDEEP RAJ DIRECTOR	1.00	X					0.	0.	0.	
(10) MARK SARGENT DIRECTOR	1.00	X					0.	0.	0.	
(11) KATHI KEMPER DIRECTOR	1.00	X					0.	0.	0.	



**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

			(A)	(B)	(C)	(D)	
			Total revenue	Related or exempt function revenue	Unrelated business revenue	Revenue excluded from tax under sections 512 - 514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	<b>1 a</b> Federated campaigns .....	<b>1a</b>					
	<b>b</b> Membership dues .....	<b>1b</b>					
	<b>c</b> Fundraising events .....	<b>1c</b>					
	<b>d</b> Related organizations .....	<b>1d</b>					
	<b>e</b> Government grants (contributions) .....	<b>1e</b>					
	<b>f</b> All other contributions, gifts, grants, and similar amounts not included above ...	<b>1f</b> 1,141,333.					
	<b>g</b> Noncash contributions included in lines 1a-1f .....	<b>1g</b> \$					
	<b>h Total.</b> Add lines 1a-1f .....		1,141,333.				
<b>Program Service Revenue</b>	<b>2 a</b> PROGRAM FEES	Business Code 713200	326,712.	326,712.			
	<b>b</b> _____						
	<b>c</b> _____						
	<b>d</b> _____						
	<b>e</b> _____						
	<b>f</b> All other program service revenue .....						
	<b>g Total.</b> Add lines 2a-2f .....		326,712.				
<b>Other Revenue</b>	<b>3</b> Investment income (including dividends, interest, and other similar amounts) .....						
	<b>4</b> Income from investment of tax-exempt bond proceeds .....						
	<b>5</b> Royalties .....						
	<b>6 a</b> Gross rents .....	<b>6a</b>	(i) Real				
			(ii) Personal				
	<b>b</b> Less: rental expenses ...	<b>6b</b>					
	<b>c</b> Rental income or (loss)	<b>6c</b>					
	<b>d</b> Net rental income or (loss) .....						
	<b>7 a</b> Gross amount from sales of assets other than inventory .....	<b>7a</b>	(i) Securities				
			(ii) Other				
	<b>b</b> Less: cost or other basis and sales expenses .....	<b>7b</b>					
	<b>c</b> Gain or (loss) .....	<b>7c</b>					
	<b>d</b> Net gain or (loss) .....						
<b>8 a</b> Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18 .....	<b>8a</b>						
<b>b</b> Less: direct expenses .....	<b>8b</b>						
<b>c</b> Net income or (loss) from fundraising events .....							
<b>9 a</b> Gross income from gaming activities. See Part IV, line 19 .....	<b>9a</b>						
<b>b</b> Less: direct expenses .....	<b>9b</b>						
<b>c</b> Net income or (loss) from gaming activities .....							
<b>10 a</b> Gross sales of inventory, less returns and allowances .....	<b>10a</b>						
<b>b</b> Less: cost of goods sold .....	<b>10b</b>						
<b>c</b> Net income or (loss) from sales of inventory .....							
<b>Miscellaneous Revenue</b>	<b>11 a</b> MISCELLANEOUS	Business Code 713200	1,169.	1,169.			
	<b>b</b> _____						
	<b>c</b> _____						
	<b>d</b> All other revenue .....						
	<b>e Total.</b> Add lines 11a-11d .....		1,169.				
<b>12 Total revenue.</b> See instructions .....		1,469,214.	327,881.	0.	0.		

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	168,846.	160,404.	8,442.	
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	347,755.	336,382.	11,373.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	42,345.	40,884.	1,461.	
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	61,858.	32,863.	28,995.	
12 Advertising and promotion				
13 Office expenses	34.		34.	
14 Information technology	138,773.	138,773.		
15 Royalties				
16 Occupancy				
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	404.		404.	
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	356,609.	356,573.	36.	
23 Insurance	4,897.	2,400.	2,497.	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <b>BANK FEES</b>	9,391.		9,391.	
b <b>UTILITIES</b>	1,971.		1,971.	
c <b>PAYROLL FEES</b>	1,620.		1,620.	
d <b>BAD DEBT</b>	90.		90.	
e All other expenses				
25 <b>Total functional expenses.</b> Add lines 1 through 24e	1,134,593.	1,068,279.	66,314.	0.
26 <b>Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here  if following SOP 98-2 (ASC 958-720)

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A)		(B)
		Beginning of year		End of year
<b>Assets</b>	<b>1</b> Cash - non-interest-bearing .....	4,796.	<b>1</b>	23,433.
	<b>2</b> Savings and temporary cash investments .....		<b>2</b>	
	<b>3</b> Pledges and grants receivable, net .....		<b>3</b>	223,000.
	<b>4</b> Accounts receivable, net .....	264,242.	<b>4</b>	56,020.
	<b>5</b> Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons .....		<b>5</b>	
	<b>6</b> Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B) .....		<b>6</b>	
	<b>7</b> Notes and loans receivable, net .....		<b>7</b>	
	<b>8</b> Inventories for sale or use .....		<b>8</b>	
	<b>9</b> Prepaid expenses and deferred charges .....	1,445.	<b>9</b>	47,905.
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D .....	<b>10a</b> 1,180.		
	<b>b</b> Less: accumulated depreciation .....	<b>10b</b> 1,180.	<b>10c</b>	0.
	<b>11</b> Investments - publicly traded securities .....		<b>11</b>	
	<b>12</b> Investments - other securities. See Part IV, line 11 .....		<b>12</b>	
	<b>13</b> Investments - program-related. See Part IV, line 11 .....		<b>13</b>	
	<b>14</b> Intangible assets .....	600,525.	<b>14</b>	511,952.
	<b>15</b> Other assets. See Part IV, line 11 .....	1,764.	<b>15</b>	21,181.
<b>16 Total assets.</b> Add lines 1 through 15 (must equal line 33) .....	872,808.	<b>16</b>	883,491.	
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses .....	636,109.	<b>17</b>	279,782.
	<b>18</b> Grants payable .....		<b>18</b>	
	<b>19</b> Deferred revenue .....	29,387.	<b>19</b>	75,356.
	<b>20</b> Tax-exempt bond liabilities .....		<b>20</b>	
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D .....		<b>21</b>	
	<b>22</b> Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons .....	21,000.	<b>22</b>	0.
	<b>23</b> Secured mortgages and notes payable to unrelated third parties .....		<b>23</b>	
	<b>24</b> Unsecured notes and loans payable to unrelated third parties .....		<b>24</b>	55,900.
	<b>25</b> Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D .....	69,660.	<b>25</b>	21,180.
	<b>26 Total liabilities.</b> Add lines 17 through 25 .....	756,156.	<b>26</b>	432,218.
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow FASB ASC 958, check here</b> <input checked="" type="checkbox"/> <b>and complete lines 27, 28, 32, and 33.</b>			
	<b>27</b> Net assets without donor restrictions .....	-110,973.	<b>27</b>	354,406.
	<b>28</b> Net assets with donor restrictions .....	227,625.	<b>28</b>	96,867.
	<b>Organizations that do not follow FASB ASC 958, check here</b> <input type="checkbox"/> <b>and complete lines 29 through 33.</b>			
	<b>29</b> Capital stock or trust principal, or current funds .....		<b>29</b>	
	<b>30</b> Paid-in or capital surplus, or land, building, or equipment fund .....		<b>30</b>	
	<b>31</b> Retained earnings, endowment, accumulated income, or other funds .....		<b>31</b>	
	<b>32</b> Total net assets or fund balances .....	116,652.	<b>32</b>	451,273.
<b>33</b> Total liabilities and net assets/fund balances .....	872,808.	<b>33</b>	883,491.	

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	1,469,214.
2	Total expenses (must equal Part IX, column (A), line 25)	2	1,134,593.
3	Revenue less expenses. Subtract line 2 from line 1	3	334,621.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	116,652.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	451,273.

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other		
If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant?		X
If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:		
<input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		
b Were the organization's financial statements audited by an independent accountant?	X	
If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:		
<input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	X	
If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

Form 990 (2019)



**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") .....						
<b>2</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf .....						
<b>3</b> The value of services or facilities furnished by a governmental unit to the organization without charge ...						
<b>4 Total.</b> Add lines 1 through 3 .....						
<b>5</b> The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f) .....						
<b>6 Public support.</b> Subtract line 5 from line 4.						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>7</b> Amounts from line 4 .....						
<b>8</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources ...						
<b>9</b> Net income from unrelated business activities, whether or not the business is regularly carried on ...						
<b>10</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) .....						
<b>11 Total support.</b> Add lines 7 through 10						
<b>12</b> Gross receipts from related activities, etc. (see instructions) .....					12	
<b>13 First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> .....						<input type="checkbox"/>

**Section C. Computation of Public Support Percentage**

<b>14</b> Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f)) .....	14	%
<b>15</b> Public support percentage from 2018 Schedule A, Part II, line 14 .....	15	%
<b>16a 33 1/3% support test - 2019.</b> If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
<b>b 33 1/3% support test - 2018.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
<b>17a 10% -facts-and-circumstances test - 2019.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
<b>b 10% -facts-and-circumstances test - 2018.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
<b>18 Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions .....		<input type="checkbox"/>

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") .....	266,763.	554,812.	1231723.	698,897.	1141333.	3893528.
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose .....	22,976.	20,478.	84,488.	188,082.	327,881.	643,905.
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513 .....						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf .....						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge .....						
<b>6 Total.</b> Add lines 1 through 5 .....	289,739.	575,290.	1316211.	886,979.	1469214.	4537433.
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons .....	3,800.	17,183.	14,385.	20,094.	40,525.	95,987.
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year .....						0.
<b>c</b> Add lines 7a and 7b .....	3,800.	17,183.	14,385.	20,094.	40,525.	95,987.
<b>8 Public support.</b> (Subtract line 7c from line 6.)						4441446.

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>9</b> Amounts from line 6 .....	289,739.	575,290.	1316211.	886,979.	1469214.	4537433.
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources .....						
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 .....						
<b>c</b> Add lines 10a and 10b .....						
<b>11</b> Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on .....						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) .....						
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.)	289,739.	575,290.	1316211.	886,979.	1469214.	4537433.

**14 First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f)) .....	<b>15</b>	97.88 %
<b>16</b> Public support percentage from 2018 Schedule A, Part III, line 15 .....	<b>16</b>	%

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for 2019 (line 10c, column (f), divided by line 13, column (f)) .....	<b>17</b>	.00 %
<b>18</b> Investment income percentage from 2018 Schedule A, Part III, line 17 .....	<b>18</b>	%

**19a 33 1/3% support tests - 2019.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

**b 33 1/3% support tests - 2018.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

**20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

**Part IV Supporting Organizations**

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

	Yes	No
<b>1</b> Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
<b>2</b> Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
<b>3a</b> Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
<b>b</b> Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
<b>c</b> Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
<b>4a</b> Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
<b>b</b> Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
<b>c</b> Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
<b>5a</b> Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
<b>b Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
<b>c Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
<b>6</b> Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
<b>7</b> Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
<b>8</b> Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
<b>9a</b> Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
<b>b</b> Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
<b>c</b> Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
<b>10a</b> Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		
<b>b</b> Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

**Part IV Supporting Organizations** (continued)

	Yes	No
<b>11</b> Has the organization accepted a gift or contribution from any of the following persons?		
<b>a</b> A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
<b>b</b> A family member of a person described in (a) above?		
<b>c</b> A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in <b>Part VI</b> .		

**Section B. Type I Supporting Organizations**

	Yes	No
<b>1</b> Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in <b>Part VI</b> how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
<b>2</b> Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in <b>Part VI</b> how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		

**Section C. Type II Supporting Organizations**

	Yes	No
<b>1</b> Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in <b>Part VI</b> how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		

**Section D. All Type III Supporting Organizations**

	Yes	No
<b>1</b> Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
<b>2</b> Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in <b>Part VI</b> how the organization maintained a close and continuous working relationship with the supported organization(s).		
<b>3</b> By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in <b>Part VI</b> the role the organization's supported organizations played in this regard.		

**Section E. Type III Functionally Integrated Supporting Organizations**

<b>1</b> Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
<b>a</b> <input type="checkbox"/> The organization satisfied the Activities Test. Complete <b>line 2</b> below.		
<b>b</b> <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete <b>line 3</b> below.		
<b>c</b> <input type="checkbox"/> The organization supported a governmental entity. Describe in <b>Part VI</b> how you supported a government entity (see instructions).		
<b>2</b> Activities Test. Answer (a) and (b) below.		
<b>a</b> Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in <b>Part VI</b> identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		
<b>b</b> Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in <b>Part VI</b> the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
<b>3</b> Parent of Supported Organizations. Answer (a) and (b) below.		
<b>a</b> Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in <b>Part VI</b> .		
<b>b</b> Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in <b>Part VI</b> the role played by the organization in this regard.		

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

1  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

<b>Section A - Adjusted Net Income</b>		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	8	

<b>Section B - Minimum Asset Amount</b>		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	<b>Total</b> (add lines 1a, 1b, and 1c)	1d	
e	<b>Discount</b> claimed for blockage or other factors (explain in detail in <b>Part VI</b> ):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	<b>Minimum Asset Amount</b> (add line 7 to line 6)	8	

<b>Section C - Distributable Amount</b>			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

**Part V** Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions	Current Year
<b>1</b> Amounts paid to supported organizations to accomplish exempt purposes	
<b>2</b> Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
<b>3</b> Administrative expenses paid to accomplish exempt purposes of supported organizations	
<b>4</b> Amounts paid to acquire exempt-use assets	
<b>5</b> Qualified set-aside amounts (prior IRS approval required)	
<b>6</b> Other distributions (describe in <b>Part VI</b> ). See instructions.	
<b>7 Total annual distributions.</b> Add lines 1 through 6.	
<b>8</b> Distributions to attentive supported organizations to which the organization is responsive (provide details in <b>Part VI</b> ). See instructions.	
<b>9</b> Distributable amount for 2019 from Section C, line 6	
<b>10</b> Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2019	(iii) Distributable Amount for 2019
<b>1</b> Distributable amount for 2019 from Section C, line 6			
<b>2</b> Underdistributions, if any, for years prior to 2019 (reasonable cause required- explain in <b>Part VI</b> ). See instructions.			
<b>3</b> Excess distributions carryover, if any, to 2019			
<b>a</b> From 2014			
<b>b</b> From 2015			
<b>c</b> From 2016			
<b>d</b> From 2017			
<b>e</b> From 2018			
<b>f Total</b> of lines 3a through e			
<b>g</b> Applied to underdistributions of prior years			
<b>h</b> Applied to 2019 distributable amount			
<b>i</b> Carryover from 2014 not applied (see instructions)			
<b>j</b> Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
<b>4</b> Distributions for 2019 from Section D, line 7: \$			
<b>a</b> Applied to underdistributions of prior years			
<b>b</b> Applied to 2019 distributable amount			
<b>c</b> Remainder. Subtract lines 4a and 4b from 4.			
<b>5</b> Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in <b>Part VI</b> . See instructions.			
<b>6</b> Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in <b>Part VI</b> . See instructions.			
<b>7 Excess distributions carryover to 2020.</b> Add lines 3j and 4c.			
<b>8</b> Breakdown of line 7:			
<b>a</b> Excess from 2015			
<b>b</b> Excess from 2016			
<b>c</b> Excess from 2017			
<b>d</b> Excess from 2018			
<b>e</b> Excess from 2019			





**Schedule B**

(Form 990, 990-EZ, or 990-PF)

Department of the Treasury  
Internal Revenue Service

**Schedule of Contributors**

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2019**

Name of the organization

**INNER EXPLORER, INC.**

Employer identification number

**45-2395336**

Organization type (check one):

**Filers of:**

**Section:**

Form 990 or 990-EZ

501(c)( 3 ) (enter number) organization

4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

**Note:** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

**General Rule**

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

**Special Rules**

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ..... ▶ \$ \_\_\_\_\_

**Caution:** An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization  <b>INNER EXPLORER, INC.</b>	Employer identification number  <b>45-2395336</b>
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**Part I Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	<u>SHERITA CEASAR</u>  <u>2632 CRANBOOK STREET</u>  <u>NAPERVILLE, IL 60564</u>	\$ <u>12,500.</u>	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	<u>LAURA BAKOSH</u>  <u>430 FRANKLIN VILLAGE DRIVE</u>  <u>FRANKLIN, MA 02038</u>	\$ <u>5,010.</u>	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	<u>ANONYMOUS</u>  <u>ANONYMOUS</u>  <u>ANONYMOUS, MA 00000</u>	\$ <u>25,000.</u>	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	<u>SAIDEEP RAJ</u>  <u>1121 MAPLECREST CIRCLE</u>  <u>GLADWYNE, PA 60564</u>	\$ <u>10,000.</u>	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	<u>KRISTIE DELUCA</u>  <u>4 TREMONT PL</u>  <u>BRIGHTON, MA 02135</u>	\$ <u>6,500.</u>	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
	_____  _____  _____	\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization  <b>INNER EXPLORER, INC.</b>	Employer identification number  <b>45-2395336</b>
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**Part II Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____

Name of organization  <b>INNER EXPLORER, INC.</b>	Employer identification number  <b>45-2395336</b>
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**Part III** Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this info. once.) ▶ \$ \_\_\_\_\_  
Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
<b>(e) Transfer of gift</b>			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
<b>(e) Transfer of gift</b>			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
<b>(e) Transfer of gift</b>			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
<b>(e) Transfer of gift</b>			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	

**SCHEDULE D**  
**(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Financial Statements**

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.**

▶ **Attach to Form 990.**

▶ **Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.**

OMB No. 1545-0047

**2019**

**Open to Public Inspection**

Name of the organization **INNER EXPLORER, INC.** Employer identification number **45-2395336**

**Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.** Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year .....		
2 Aggregate value of contributions to (during year) .....		
3 Aggregate value of grants from (during year) .....		
4 Aggregate value at end of year .....		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? .....		<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? .....		<input type="checkbox"/> Yes <input type="checkbox"/> No

**Part II Conservation Easements.** Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

Preservation of land for public use (for example, recreation or education)  Preservation of a historically important land area

Protection of natural habitat  Preservation of a certified historic structure

Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements .....	2a
b Total acreage restricted by conservation easements .....	2b
c Number of conservation easements on a certified historic structure included in (a) .....	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register .....	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ \_\_\_\_\_

4 Number of states where property subject to conservation easement is located ▶ \_\_\_\_\_

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? .....

Yes  No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \_\_\_\_\_

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$ \_\_\_\_\_

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? .....

Yes  No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 .....

▶ \$ \_\_\_\_\_

(ii) Assets included in Form 990, Part X .....

▶ \$ \_\_\_\_\_

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 .....

▶ \$ \_\_\_\_\_

b Assets included in Form 990, Part X .....

▶ \$ \_\_\_\_\_

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) 2019

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a  Public exhibition
  - b  Scholarly research
  - c  Preservation for future generations
  - d  Loan or exchange program
  - e  Other \_\_\_\_\_
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.** Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- |                                 | Amount |
|---------------------------------|--------|
| c Beginning balance             | 1c     |
| d Additions during the year     | 1d     |
| e Distributions during the year | 1e     |
| f Ending balance                | 1f     |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?  Yes  No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

**Part V Endowment Funds.** Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment  \_\_\_\_\_ %
  - b Permanent endowment  \_\_\_\_\_ %
  - c Term endowment  \_\_\_\_\_ %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- |  | Yes    | No |
|--|--------|----|
| (i) Unrelated organizations  | 3a(i)  |    |
| (ii) Related organizations   | 3a(ii) |    |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? | 3b     |    |
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment		1,180.	1,180.	0.
e Other				
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				0.

**Part VII Investments - Other Securities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives .....		
(2) Closely held equity interests .....		
(3) Other .....		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
<b>Total.</b> (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

**Part VIII Investments - Program Related.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
<b>Total.</b> (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

**Part IX Other Assets.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

**Part X Other Liabilities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) FUNDS HELD IN TRUST	21,180.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	21,180.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII...

**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	1,853,206.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains (losses) on investments	2a		
b	Donated services and use of facilities	2b	383,992.	
c	Recoveries of prior year grants	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d	2e		383,992.
3	Subtract line 2e from line 1	3		1,469,214.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b	4c		0.
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)	5		1,469,214.

**Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	1,518,585.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a	383,992.	
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d	2e		383,992.
3	Subtract line 2e from line 1	3		1,134,593.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b	4c		0.
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)	5		1,134,593.

**Part XIII Supplemental Information.**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

**PART X, LINE 2:**

THE ORGANIZATION EVALUATES TAX POSITIONS TAKEN OR EXPECTED TO BE TAKEN IN ITS TAX RETURNS TO DETERMINE WHETHER THE TAX POSITIONS ARE MORE-LIKELY-THAN-NOT TO BE SUSTAINED BY THE APPLICABLE FEDERAL AND STATE AUTHORITY. TAX POSITIONS NOT DEEMED TO MEET THE MORE-LIKELY-THAN-NOT THRESHOLD, ALONG WITH ACCRUED INTEREST AND PENALTIES THEREON, WOULD BE RECORDED AS AN EXPENSE IN THE CURRENT YEAR FINANCIAL STATEMENTS. THE ORGANIZATION HAS EVALUATED THE TAX POSITIONS TAKEN IN ITS PREVIOUSLY FILED RETURNS AND THOSE EXPECTED TO BE TAKEN IN ITS 2019 RETURNS, AND BELIEVE THEY ARE MORE-LIKELY-THAN-NOT TO BE SUSTAINED IF EXAMINED BY FEDERAL OR STATE TAX AUTHORITIES.







**SCHEDULE O**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2019**

Open to Public  
Inspection

Name of the organization

INNER EXPLORER, INC.

Employer identification number

45-2395336

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

OVERLOAD, PEER PRESSURE OR BULLYING, PREVENTS LEARNING AND IS A ROOT

CAUSE OF POOR ACADEMIC PERFORMANCE, AND ULTIMATELY, NEGATIVE LIFE

OUTCOMES. INNER EXPLORER, A NATIONAL NON-PROFIT ORGANIZATION, IS

COMMITTED TO BRINGING MINDFULNESS PRACTICES INTO EVERY CLASSROOM EVERY

DAY TO REDUCE THE BARRIERS TO LEARNING AND TEACHING, SO OUR YOUNG

PEOPLE, FAMILIES, AND COMMUNITIES THRIVE.

FORM 990, PART III, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

NON-PROFIT ORGANIZATION, IS COMMITTED TO BRINGING MINDFULNESS PRACTICES

INTO EVERY CLASSROOM EVERY DAY TO REDUCE THE BARRIERS TO LEARNING AND

TEACHING, SO OUR YOUNG PEOPLE, FAMILIES, AND COMMUNITIES THRIVE.

FORM 990, PART III, LINE 4A, PROGRAM SERVICE ACCOMPLISHMENTS:

DESIGNED FOR THE RESPECTIVE DEVELOPMENTAL STAGE TO MEET STUDENTS WHERE

THEY ARE AT. ALL FOLLOW THE SAME SEQUENCE, BEGINNING WITH BREATHING AND

RELAXATION EXERCISES AND GRADUALLY PROGRESS TO AWARENESS OF SENSES,

THOUGHTS AND EMOTIONS, THE ENVIRONMENT, COMPASSION, AND CONNECTION TO

ALL.

DURING FISCAL YEAR 2020, INNER EXPLORER SERVED 3,937 SCHOOLS AND 36,363

CLASSROOMS IN MULTIPLE STATES AND ACROSS SIX ADDITIONAL COUNTRIES,

RESULTING IN 1,018,164 STUDENTS RECEIVING CRITICAL MINDFULNESS

PROGRAMMING TO SUPPORT THEIR SUCCESS.

FORM 990, PART VI, SECTION B, LINE 11B:

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990 or 990-EZ) (2019)

932211 09-06-19

Name of the organization INNER EXPLORER, INC.	Employer identification number 45-2395336
--	--

THE 990 IS PRESENTED TO THE BOARD OF DIRECTORS TO APPROVE PRIOR TO FILING WITH THE IRS.

FORM 990, PART VI, SECTION B, LINE 12C:

THE ORGANIZATION MONITORS ITS COMPLIANCE WITH THE CONFLICT OF INTEREST POLICY THROUGH REGUARLY SCHEDULED BOARD MEETINGS.

FORM 990, PART VI, SECTION B, LINE 15:

THE ORGANIZATION'S CO-FOUNDERS SALARIES ARE BASED ON COMPARABLE DATA AND THE RESOURCES OF THE ORGANIZATION. THE SALARIES ARE APPROVED BY THE BOARD OF DIRECTORS THROUGH THE ANNUAL BUDGET.

FORM 990, PART VI, SECTION C, LINE 19:

GOVERNING DOCUMENTS, CONFLICT OF INTEREST POLICY, AND FINANCIAL STATEMENTS ARE AVAILABLE TO THE PUBLIC UPON REQUEST.

FORM 990, PARTXII, LINE 2C

THE FINANCE COMMITTEE ASSUMES RESPONSIBILITY FOR THE OVERSIGHT OF THE AUDIT. THE ORGANIZATION HAS NOT CHANGED THE OVERSIGHT PROCESS DURING THE YEAR.

California Exempt Organization  
Annual Information Return

Calendar Year 2019 or fiscal year beginning (mm/dd/yyyy) 07/01/2019, and ending (mm/dd/yyyy) 06/30/2020

Corporation/Organization name <b>INNER EXPLORER, INC.</b>		California corporation number <b>3755140</b>	
Additional information. See instructions.		FEIN <b>45-2395336</b>	
Street address (suite or room) <b>430 FRANKLIN VILLAGE DRIVE 325</b>		PMB no.	
City <b>FRANKLIN</b>	State <b>MA</b>	ZIP code <b>02038-4007</b>	
Foreign country name	Foreign province/state/country		Foreign postal code

<b>A</b> First Return <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>J</b> If exempt under R&TC Section 23701d, has the organization engaged in political activities? See instructions. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>B</b> Amended Return <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>K</b> Is the organization exempt under R&TC Section 23701g? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>C</b> IRC Section 4947(a)(1) trust <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If "Yes," enter the gross receipts from nonmember sources \$ _____
<b>D</b> Final Information Return? <input type="checkbox"/> Dissolved <input type="checkbox"/> Surrendered (Withdrawn) <input type="checkbox"/> Merged/Reorganized Enter date: (mm/dd/yyyy) _____	<b>L</b> If organization is a public charity exempt under R&TC Section 23701d and meets the filing fee exception, check box. No filing fee is required <input type="checkbox"/>
<b>E</b> Check accounting method: (1) <input type="checkbox"/> Cash (2) <input checked="" type="checkbox"/> Accrual (3) <input type="checkbox"/> Other	<b>M</b> Is the organization a Limited Liability Company? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>F</b> Federal return filed? (1) <input type="checkbox"/> 990T (2) <input type="checkbox"/> 990PF (3) <input type="checkbox"/> Sch H (990) (4) <input checked="" type="checkbox"/> Other 990 series	<b>N</b> Did the organization file Form 100 or Form 109 to report taxable income? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>G</b> Is this a group filing? See instructions <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>O</b> Is the organization under audit by the IRS or has the IRS audited in a prior year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>H</b> Is this organization in a group exemption <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," what is the parent's name?	<b>P</b> Is federal Form 1023/1024 pending? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date filed with IRS _____
<b>I</b> Did the organization have any changes to its guidelines not reported to the FTB? See instructions <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**Part I Complete Part I unless not required to file this form. See General Information B and C.**

<b>Receipts and Revenues</b>	1	Gross sales or receipts from other sources. From Side 2, Part II, line 8	1	327,881	00
	2	Gross dues and assessments from members and affiliates	2		00
	3	Gross contributions, gifts, grants, and similar amounts received <b>STMT 1</b>	3	1,141,333	00
	4	Total gross receipts for filing requirement test. Add line 1 through line 3. This line must be completed. If the result is less than \$50,000, see General Information B	4	1,469,214	00
	5	Cost of goods sold	5		00
	6	Cost or other basis, and sales expenses of assets sold	6		00
	7	Total costs. Add line 5 and line 6	7		00
	8	Total gross income. Subtract line 7 from line 4	8	1,469,214	00
<b>Expenses</b>	9	Total expenses and disbursements. From Side 2, Part II, line 18	9	1,134,593	00
	10	Excess of receipts over expenses and disbursements. Subtract line 9 from line 8	10	334,621	00
<b>Filing Fee</b>	11	Total payments	11		00
	12	Use tax. See General Information K	12		00
	13	Payments balance. If line 11 is more than line 12, subtract line 12 from line 11	13		00
	14	Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12	14		00
	15	Filing fee \$10 or \$25. See General Information F	15	10	00
	16	Penalties and Interest. See General Information J	16		00
	17	<b>Balance due.</b> Add line 12, line 15, and line 16. Then subtract line 11 from the result	17	10	00

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer	Title <b>CO-FOUNDER</b>	Date	Telephone <b>(888) 466-9732</b>
	Preparer's signature	<b>COLLEEN D'ALFONSO</b>	Date <b>10/02/20</b>	Check if self-employed <input type="checkbox"/> PTIN <b>P01707306</b>
<b>Paid Preparer's Use Only</b>	Firm's name (or yours, if self-employed) and address	<b>DANIEL DENNIS &amp; COMPANY LLP 990 WASHINGTON STREET, STE 308A DEDHAM, MA 02026</b>		Firm's FEIN <b>04-2734675</b>
	May the FTB discuss this return with the preparer shown above? See instructions <input type="checkbox"/> Yes <input type="checkbox"/> No			Telephone <b>(617) 262-9898</b>

**Part II** Organizations with gross receipts of more than \$50,000 and private foundations regardless of amount of gross receipts - complete Part II or furnish substitute information.

928951 12-04-19

<b>Receipts from Other Sources</b>	1	Gross sales or receipts from all business activities. See instructions	•	1	326,712	00
	2	Interest	•	2		00
	3	Dividends	•	3		00
	4	Gross rents	•	4		00
	5	Gross royalties	•	5		00
	6	Gross amount received from sale of assets (See Instructions)	•	6		00
	7	Other income <b>SEE STATEMENT 2</b>	•	7	1,169	00
	8	<b>Total</b> gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1	•	8	327,881	00
	9	Contributions, gifts, grants, and similar amounts paid	•	9		00
	10	Disbursements to or for members	•	10		00
	11	Compensation of officers, directors, and trustees <b>SEE STATEMENT 3</b>	•	11	168,846	00
	12	Other salaries and wages	•	12	347,755	00
	13	Interest	•	13		00
	14	Taxes	•	14	42,345	00
	15	Rents	•	15		00
	16	Depreciation and depletion (See instructions)	•	16	356,609	00
	17	Other Expenses and Disbursements <b>SEE STATEMENT 4</b>	•	17	219,038	00
	18	<b>Total</b> expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9	•	18	1,134,593	00

<b>Schedule L Balance Sheet</b>		Beginning of taxable year		End of taxable year	
		(a)	(b)	(c)	(d)
<b>Assets</b>					
1	Cash		4,796		23,433
2	Net accounts receivable		264,242		56,020
3	Net notes receivable				
4	Inventories				
5	Federal and state government obligations				
6	Investments in other bonds				
7	Investments in stock				
8	Mortgage loans				
9	Other investments				
10	a Depreciable assets	4,180		1,180	
	b Less accumulated depreciation	(4,144)	36	(1,180)	
11	Land				
12	Other assets <b>STMT 5</b>		603,734		804,038
13	<b>Total assets</b>		872,808		883,491
<b>Liabilities and net worth</b>					
14	Accounts payable		636,109		279,782
15	Contributions, gifts, or grants payable				
16	Bonds and notes payable <b>STMT 6</b>		21,000		
17	Mortgages payable				
18	Other liabilities <b>STMT 7</b>		99,047		152,436
19	Capital stock or principal fund				
20	Paid-in or capital surplus. Attach reconciliation				
21	Retained earnings or income fund		116,652		451,273
22	<b>Total liabilities and net worth</b>		872,808		883,491

<b>Schedule M-1 Reconciliation of income per books with income per return</b>			
Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than \$50,000.			
1	Net income per books	•	334,621
2	Federal income tax	•	
3	Excess of capital losses over capital gains	•	
4	Income not recorded on books this year	•	
5	Expenses recorded on books this year not deducted in this return	•	
6	<b>Total.</b> Add line 1 through line 5		334,621
7	Income recorded on books this year not included in this return	•	
8	Deductions in this return not charged against book income this year	•	
9	<b>Total.</b> Add line 7 and line 8		
10	<b>Net income per return.</b> Subtract line 9 from line 6		334,621

CA 199	CASH CONTRIBUTIONS INCLUDED ON PART I, LINE 3	STATEMENT	1
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CONTRIBUTOR'S NAME	CONTRIBUTOR'S ADDRESS	DATE OF GIFT	AMOUNT
SHERITA CEASAR	2632 CRANBOOK STREET NAPERVILLE, IL 60564	12/31/19	12,500.
LAURA BAKOSH	430 FRANKLIN VILLAGE DRIVE FRANKLIN, MA 02038	12/31/19	5,010.
ANONYMOUS	ANONYMOUS ANONYMOUS, MA 00000	12/31/19	25,000.
SAIDEEP RAJ	1121 MAPLECREST CIRCLE GLADWYNE, PA 60564	12/31/19	10,000.
KRISTIE DELUCA	4 TREMONT PL BRIGHTON, MA 02135	12/31/19	6,500.
TOTAL INCLUDED ON LINE 3			59,010.

CA 199	OTHER INCOME	STATEMENT	2
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DESCRIPTION	AMOUNT
MISCELLANEOUS	1,169.
TOTAL TO FORM 199, PART II, LINE 7	1,169.

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CA 199                    COMPENSATION OF OFFICERS, DIRECTORS AND TRUSTEES                    STATEMENT                    3

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NAME AND ADDRESS	TITLE AND AVERAGE HRS WORKED/WK	COMPENSATION
LAURA BAKOSH 430 FRANKLIN VILLAGE DRIVE 325 FRANKLIN, MA 02038-4007	CO-FOUNDER 40.00	90,385.
JANICE HOULIHAN 430 FRANKLIN VILLAGE DRIVE 325 FRANKLIN, MA 02038-4007	CO-FOUNDER 40.00	78,461.
SAMANTHA ALLISON 430 FRANKLIN VILLAGE DRIVE 325 FRANKLIN, MA 02038-4007	CHAIR 1.00	0.
KRISTIE DELUCA 430 FRANKLIN VILLAGE DRIVE 325 FRANKLIN, MA 02038-4007	DIRECTOR 1.00	0.
SHERITA T CEASAR 430 FRANKLIN VILLAGE DRIVE 325 FRANKLIN, MA 02038-4007	DIRECTOR 1.00	0.
TODD CASSLER 430 FRANKLIN VILLAGE DRIVE 325 FRANKLIN, MA 02038-4007	DIRECTOR 1.00	0.
MICHAEL PRUELL 430 FRANKLIN VILLAGE DRIVE 325 FRANKLIN, MA 02038-4007	DIRECTOR 1.00	0.
PAUL SUGAR 430 FRANKLIN VILLAGE DRIVE 325 FRANKLIN, MA 02038-4007	DIRECTOR 1.00	0.
SAIDEEP RAJ 430 FRANKLIN VILLAGE DRIVE 325 FRANKLIN, MA 02038-4007	DIRECTOR 1.00	0.
MARK SARGENT 430 FRANKLIN VILLAGE DRIVE 325 FRANKLIN, MA 02038-4007	DIRECTOR 1.00	0.
KATHI KEMPER 430 FRANKLIN VILLAGE DRIVE 325 FRANKLIN, MA 02038-4007	DIRECTOR 1.00	0.

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TOTAL TO FORM 199, PART II, LINE 11

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168,846.

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CA 199	OTHER EXPENSES	STATEMENT	4
DESCRIPTION		AMOUNT	
BANK FEES		9,391.	
UTILITIES		1,971.	
PAYROLL FEES		1,620.	
BAD DEBT		90.	
OTHER PROFESSIONAL FEES		61,858.	
OFFICE EXPENSES		34.	
INFORMATION TECHNOLOGY		138,773.	
CONFERENCES AND CONVENTIONS		404.	
INSURANCE		4,897.	
TOTAL TO FORM 199, PART II, LINE 17		219,038.	

CA 199	OTHER ASSETS	STATEMENT	5
DESCRIPTION	BEG. OF YEAR	END OF YEAR	
PLEDGES AND GRANTS RECEIVABLE	0.	223,000.	
PREPAID EXPENSES AND DEFERRED CHARGES	1,445.	47,905.	
INTANGIBLE ASSETS	600,525.	511,952.	
FUNDS HELD IN TRUST	1,764.	21,181.	
TOTAL TO FORM 199, SCHEDULE L, LINE 12	603,734.	804,038.	

CA 199	BONDS AND NOTES PAYABLE	STATEMENT	6
DESCRIPTION	BEG. OF YEAR	END OF YEAR	
PAYABLES TO OFFICERS, DIRECTORS, TRUSTEES AND KEY EMPLOYEES, ETC.	21,000.	0.	
TOTAL TO FORM 199, SCHEDULE L, LINE 16	21,000.	0.	

CA 199	OTHER LIABILITIES	STATEMENT	7
DESCRIPTION	BEG. OF YEAR	END OF YEAR	
FUNDS HELD IN TRUST	19,764.	21,180.	
LINE OF CREDIT	49,896.	0.	
DEFERRED REVENUE	29,387.	75,356.	
UNSECURED NOTES AND LOANS PAYABLE	0.	55,900.	
TOTAL TO FORM 199, SCHEDULE L, LINE 18	99,047.	152,436.	

**Voucher at bottom of page.**

**DO NOT MAIL A PAPER COPY OF THE CORPORATE OR EXEMPT ORGANIZATION TAX RETURN WITH THE PAYMENT VOUCHER.**  
If the amount of payment is zero, do not mail this voucher.

**WHERE TO FILE:** Using black or blue ink, make check or money order payable to the "Franchise Tax Board." Write the corporation number, FEIN, CA SOS file number and "2019 FTB 3586" on the check or money order. Detach voucher below. Enclose, but **do not** staple, payment with voucher and mail to:  
**FRANCHISE TAX BOARD  
PO BOX 942857  
SACRAMENTO CA 94257-0531**

Make all checks or money orders payable in U.S. dollars and drawn against a U.S. financial institution.

**WHEN TO FILE:** Corporations - File and Pay by the 15th day of the 4th month following the close of the taxable year.  
S corporations - File and Pay by the 15th day of the 3rd month following the close of the taxable year.  
Exempt organizations - File and Pay by the 15th day of the 5th month following the close of the taxable year.

When the due date falls on a weekend or holiday, the deadline to file and pay without penalty is extended to the next business day.

**ONLINE SERVICES:** Corporations can make payments online using Web Pay for Businesses. Corporations can make an immediate payment or schedule payments up to a year in advance. Go to [ftb.ca.gov/pay](http://ftb.ca.gov/pay) for more information.

939035 11-12-19

--- DETACH HERE --- IF NO PAYMENT IS DUE, DO NOT MAIL THIS VOUCHER --- DETACH HERE ---

**CAUTION:** You may be required to pay electronically, see instructions.

TAXABLE YEAR **2019** **Payment Voucher for Corporations and Exempt Organizations e-filed Returns**

CALIFORNIA FORM **3586 (e-file)**

3755140 INNE 45-2395336 000000000000 19 FORM 3  
TYB 07-01-2019 TYE 06-30-2020  
INNER EXPLORER INC

430 FRANKLIN VILLAGE DRIVE 325  
FRANKLIN MA 02038-4007

(888) 466-9732

Amount of Payment 10.

TAXABLE YEAR  
**2019**

**California e-file Return Authorization for Exempt Organizations**

FORM  
**8453-EO**

Exempt Organization name	Identifying number
<b>INNER EXPLORER, INC.</b>	<b>45-2395336</b>

**Part I Electronic Return Information** (whole dollars only)

<b>1</b> Total gross receipts (Form 199, line 4)	<b>1</b>	<b>1,469,214</b>
<b>2</b> Total gross income (Form 199, line 8)	<b>2</b>	<b>1,469,214</b>
<b>3</b> Total expenses and disbursements (Form 199, line 9)	<b>3</b>	<b>1,134,593</b>

**Part II Settle Your Account Electronically for Taxable Year 2019**

<b>4</b> <input type="checkbox"/> Electronic funds withdrawal	<b>4a</b> Amount	<b>4b</b> Withdrawal date (mm/dd/yyyy)
---	------------------	--

**Part III Banking Information** (Have you verified the exempt organization's banking information?)

<b>5</b> Routing number _____	<b>7</b> Type of account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
<b>6</b> Account number _____	

**Part IV Declaration of Officer**

I authorize the exempt organization's account to be settled as designated in Part II. If I check Part II, Box 4, I authorize an electronic funds withdrawal for the amount listed on line 4a.

Under penalties of perjury, I declare that I am an officer of the above exempt organization and that the information I provided to my electronic return originator (ERO), transmitter, or intermediate service provider and the amounts in Part I above agree with the amounts on the corresponding lines of the exempt organization's 2019 California electronic return. To the best of my knowledge and belief, the exempt organization's return is true, correct, and complete. If the exempt organization is filing a balance due return, I understand that if the Franchise Tax Board (FTB) does not receive full and timely payment of the exempt organization's fee liability, the exempt organization will remain liable for the fee liability and all applicable interest and penalties. I authorize the exempt organization return and accompanying schedules and statements to be transmitted to the FTB by the ERO, transmitter, or intermediate service provider. **If the processing of the exempt organization's return or refund is delayed, I authorize the FTB to disclose to the ERO or intermediate service provider the reason(s) for the delay.**

**Sign Here**           \_\_\_\_\_           \_\_\_\_\_           **CO-FOUNDER**

Signature of officer      Date      Title

**Part V Declaration of Electronic Return Originator (ERO) and Paid Preparer.**

I declare that I have reviewed the above exempt organization's return and that the entries on form FTB 8453-EO are complete and correct to the best of my knowledge. (If I am only an intermediate service provider, I understand that I am not responsible for reviewing the exempt organization's return. I declare, however, that form FTB 8453-EO accurately reflects the data on the return.) I have obtained the organization officer's signature on form FTB 8453-EO before transmitting this return to the FTB; I have provided the organization officer with a copy of all forms and information that I will file with the FTB, and I have followed all other requirements described in FTB Pub. 1345, 2019 Handbook for Authorized e-file Providers. I will keep form FTB 8453-EO on file for **four** years from the due date of the return or **four** years from the date the exempt organization return is filed, whichever is later, and I will make a copy available to the FTB upon request. If I am also the paid preparer, under penalties of perjury, I declare that I have examined the above exempt organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

<b>ERO</b> ERO's signature	Date _____	Check if also paid preparer <input checked="" type="checkbox"/>	Check if self-employed <input type="checkbox"/>	ERO's PTIN <b>P01707306</b>
<b>Must Sign</b> Firm's name (or yours if self-employed) and address	<b>DANIEL DENNIS &amp; COMPANY LLP</b> <b>990 WASHINGTON STREET, STE 308A</b> <b>DEDHAM, MA</b>			Firm's FEIN <b>04-2734675</b>
				ZIP code <b>02026</b>

Under penalties of perjury, I declare that I have examined the above organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

<b>Paid Preparer Must Sign</b> Paid preparer's signature	Date _____	Check if self-employed <input type="checkbox"/>	Paid preparer's PTIN _____
Firm's name (or yours if self-employed) and address			Firm's FEIN _____
			ZIP code _____

**ANNUAL REGISTRATION RENEWAL FEE REPORT  
 TO ATTORNEY GENERAL OF CALIFORNIA**  
 Section 12586 and 12587, California Government Code  
 11 Cal. Code Regs. section 301-307, 311 and 312

(For Registry Use Only)

Failure to submit this report annually no later than four months and fifteen days after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of \$800, plus interest, and/or fines or filing penalties. Revenue & Taxation Code section 23703; Government Code section 12586.1. IRS extensions will be honored.

<p><u>INNER EXPLORER, INC.</u>          Name of Organization</p> <hr/> <p>List all DBAs and names the organization uses or has used</p> <p><u>430 FRANKLIN VILLAGE DRIVE 325</u>          Address (Number and Street)</p> <p><u>FRANKLIN, MA 02038-4007</u>          City or Town, State, and ZIP Code</p> <p><u>888-466-9732</u>      _____          Telephone Number      E-mail Address</p>	<p>Check if:  <input type="checkbox"/> Change of address  <input type="checkbox"/> Amended report</p> <hr/> <p>State Charity Registration Number <u>CT0214073</u></p> <p>Corporation or Organization No. <u>3755140</u></p> <p>Federal Employer ID No. <u>45-2395336</u></p>
--	--

**ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11 Cal. Code Regs. sections 301-307, 311, and 312)**  
 Make Check Payable to Department of Justice

Gross Annual Revenue	Fee	Gross Annual Revenue	Fee	Gross Annual Revenue	Fee
Less than \$25,000	0	Between \$100,001 and \$250,000	\$50	Between \$1,000,001 and \$10 million	\$150
Between \$25,000 and \$100,000	\$25	Between \$250,001 and \$1 million	\$75	Between \$10,000,001 and \$50 million	\$225
				Greater than \$50 million	\$300

**PART A - ACTIVITIES**

For your most recent full accounting period (beginning 07/01/2019 ending 06/30/2020 ) list:

Gross Annual Revenue \$ <u>1,469,214</u>	Noncash Contributions \$ <u>0</u>	Total Assets \$ <u>883,491</u>
Program Expenses \$ <u>1,068,279</u>	Total Expenses \$ <u>1,134,593</u>	

**PART B - STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT**

**Note: All questions must be answered. If you answer "yes" to any of the questions below, you must attach a separate page providing an explanation and details for each "yes" response. Please review RRF-1 instructions for information required.**

	Yes	No
1. During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof, either directly or with an entity in which any such officer, director or trustee had any financial interest?		X
2. During this reporting period, was there any theft, embezzlement, diversion or misuse of the organization's charitable property or funds?		X
3. During this reporting period, were any organization funds used to pay any penalty, fine or judgment?		X
4. During this reporting period, were the services of a commercial fundraiser, fundraising counsel for charitable purposes, or commercial coventurer used?		X
5. During this reporting period, did the organization receive any governmental funding?		X
6. During this reporting period, did the organization hold a raffle for charitable purposes?		X
7. Does the organization conduct a vehicle donation program?		X
8. Did the organization conduct an independent audit and prepare audited financial statements in accordance with generally accepted accounting principles for this reporting period?		X
9. At the end of this reporting period, did the organization hold restricted net assets, while reporting negative unrestricted net assets?		X

**I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, the content is true, correct and complete, and I am authorized to sign.**

<u>JANICE HOULIHAN</u>	<u>CO-FOUNDER</u>
Signature of Authorized Agent	Title
Printed Name	Date

Office Use Only: Fiscal Year

THE COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE ATTORNEY GENERAL  
NON-PROFIT ORGANIZATIONS/PUBLIC CHARITIES DIVISION  
ONE ASHBURTON PLACE  
BOSTON, MASSACHUSETTS 02108

(617) 727-2200, ext. 2101  
www.mass.gov/ago/charities

Form PC

Report for the Fiscal Period: 07/01/19 to 06/30/20

Attorney General's Account #: 053053

Federal ID #: 45-2395336

Electronic Payment Confirmation #: \_\_\_\_\_

*Attach printout of electronic payment confirmation.*

When did the organization first engage in charitable work in Massachusetts? 07/01/2011

Has the organization applied for or been granted IRS tax exempt status?  Yes  No

If yes, date of application OR date of determination letter: 03/27/2012

IRS Exemption under 501(c): 3

If exempt under 501(c), are contributions to the organization tax deductible as charitable contributions?  Yes  No

**Check all items attached (if applicable)**

Filing Fee or Printout of

Electronic Payment Confirmation

Copy of IRS Return

Audited Financial Statements/Review

Amended Articles/By-Laws

Schedule A-1

Schedule A-2

Schedule RO

Schedule VCO

Probate Account

Organization Data

Name: INNER EXPLORER, INC.

Mailing Address: 430 FRANKLIN VILLAGE DRIVE 325

City: FRANKLIN State: MA ZIP: 02038-4007

Phone Number: 888-466-9732 Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_ Website: WWW.INNEREXPLORER.ORG

In the table below, please enter the appropriate codes from the corresponding tables found in the instructions. Enter **up to 2** codes from Table 3 for your organization's main purpose(s)

Category	Code	Category	Code
County (Table 1)	11	Organization Purpose Code 1	8
Type of Organization (Table 2)	15	Organization Purpose Code 2	

Please check box if final return prior to dissolution:

Office Use Only: Payment Received

All questions must be completed in their entirety whether or not similar questions are answered in an attached federal form. See instructions and definition section for guidance.

1. On what date was the organization created? 07/01/2011

2. Where was the organization created? FRANKLIN, MA

3. What is the form of organization? (check one)

Corporation <input checked="" type="checkbox"/>	Testamentary Trust <input type="checkbox"/>
Unincorporated Association <input type="checkbox"/>	Inter Vivos Trust <input type="checkbox"/>

Other (please describe): \_\_\_\_\_

4. Was your organization related to any other organization(s) during the reporting year (see definition "Related Organization")? If yes, please complete the Schedule RO on pages 13 and 14.  Yes  No

5. Enter your summary of financial data:

Financial Data		Amounts
A.	Contributions, gifts, grants, and similar amounts received	1,141,333.
B.	Gross support and revenue	1,469,214.
C.	Program services and similar amounts paid out	1,068,279.
D.	Fundraising expenses	0.
E.	Management and general expenses	66,314.
F.	Payments to affiliates	0.
G.	Total expenses	1,134,593.
H.	Net assets or fund balances at the end of the year	451,273.

6. List the total compensation you provided to your five highest paid employees:

	Name/Title	Hrs/Week	Salary and Other Income	Benefit Plans	Other Compensation
1.	LAURIE GROSSMAN DIRECTOR OF SOCIAL JUSTICE	24.00	92,884.	0.	0.
2.	VICTORIA GONZALEZ DIR. OF GLOBAL OPERATIONS	40.00	86,154.	0.	0.
3.	LISA GRADY CHIEF STRATEGY OFFICER	40.00	109,538.	0.	0.
4.	JANICE HOULIHAN CO-FOUNDER	40.00	78,461.	0.	0.
5.	LAURA BAKOSH CO-FOUNDER	40.00	90,385.	0.	0.

7. Was any compensation provided to any of the individuals listed in question 6 above which was not quantified in your response to 6? If yes, please provide explanation (attach separate sheet).  Yes  No

8. List the name, amount of compensation paid, and the nature of services rendered by each of the organization's five highest paid consultants providing professional services (e.g. attorneys, architects, accountants, management companies, investment advisors, professional solicitors, professional fundraising counsel).

	Name/Title	Amount of Compensation	Type(s) of Service
1.	1GEN	685,020.	PLATFORM DEVELOPMENT
2.	UNIVERSITY OF SOUTH FLORIDA	10,000.	RESEARCH CONSULTANTS
3.	MANIFUSTATION, LLC	17,635.	PROGRAM OUTREACH
4.	ESTON ENTERPRISES	16,875.	BOOKKEEPING
5.	DANIEL DENNIS & CO	13,495.	AUDITORS

9. Bank(s) in which the organization's funds are deposited (include bank addresses and phone number):

Bank	Address	Phone Number
DCU	500 WEST CENTRAL STREET, FRANKLIN, MA 02038	800-328-8797
MIDDLESEX SAVINGS BANK	1000 FRANKLIN VILLAGE DRIVE, FRANKLIN, MA 02038	508-520-4343

10. What is the organization's accounting method?  Cash  Accrual  
 Other (specify): \_\_\_\_\_

11. If organization's mailing address is a P.O. Box, list the organization's full street address:

Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

12. Contact Person Name: JANICE HOULIHAN

Street Address: 430 FRANKLIN VILLAGE DRIVE

City: FRANKLIN State: MA ZIP Code: 02038

Phone Number: 888-466-9732

13. During the fiscal year reported here, did your organization solicit contributions or have funds solicited on its behalf?  Yes  No

14. At any time during the fiscal year following the year reported here, will your organization, or others acting on its behalf, solicit contributions?  Yes  No

*If you answered yes to Question 13 or 14, you must complete Schedule A-1 and/or Schedule A-2 unless you are exempt from the solicitation certificate requirement.*

15. If you are claiming an exemption from the solicitation certificate requirement, please indicate by checking the box to the right to identify which exemption applies to your organization.

a religious organization	<input type="checkbox"/>
an organization which: (a) does not raise more than \$5,000 during a calendar year OR does not receive contributions from more than ten persons during a calendar year; AND (b) carries out all of its activities, including fundraising, through unpaid volunteers. (The conditions at both (a) and (b) must be met for your organization to qualify for this exemption.)	<input type="checkbox"/>

16. Attach a list of names, addresses (street and/or mailing), and telephone numbers of other offices/chapters/branches/affiliates.  
**STATEMENT 1**

17. Attach a list of names, titles, and addresses (street and/or mailing) of officers, directors, trustees, and the principal salaried executives of organization.  
**STATEMENT 2**

18. Attach a list of names, titles, and addresses (street and/or mailing) of any individual(s) authorized to sign checks, and any individual(s) responsible for: custody of funds; distribution of funds; fundraising; and custody of financial records.  
**STATEMENT 3**

19. Has this organization or any of its officers, directors, employees or fundraisers solicited funds in any other state?  Yes  No

**STATEMENT 4**

*If yes attach list of states where solicitation was conducted, including registered agency, dates of registration, registration numbers, any other names under which the organization was/is registered, and the dates and type (mail, telephone, door to door, special events, etc.) of the solicitation conducted.*

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FORM PC	NAME, ADDRESS, PHONE OF OTHER OFFICES	STATEMENT	1
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<u>NAME AND ADDRESS</u>	<u>PHONE NUMBER</u>
NONE	

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FORM PC	OFFICERS, DIRECTORS, TRUSTEES AND EXECUTIVES	STATEMENT	2
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<u>NAME AND ADDRESS</u>	<u>TITLE</u>
LAURA BAKOSH 430 FRANKLIN VILLAGE DRIVE 325 FRANKLIN, MA 02038-4007	CO-FOUNDER
JANICE HOULIHAN 430 FRANKLIN VILLAGE DRIVE 325 FRANKLIN, MA 02038-4007	CO-FOUNDER
SAMANTHA ALLISON 430 FRANKLIN VILLAGE DRIVE 325 FRANKLIN, MA 02038-4007	CHAIR
KRISTIE DELUCA 430 FRANKLIN VILLAGE DRIVE 325 FRANKLIN, MA 02038-4007	DIRECTOR
SHERITA T CEASAR 430 FRANKLIN VILLAGE DRIVE 325 FRANKLIN, MA 02038-4007	DIRECTOR
TODD CASSLER 430 FRANKLIN VILLAGE DRIVE 325 FRANKLIN, MA 02038-4007	DIRECTOR
MICHAEL PRUELL 430 FRANKLIN VILLAGE DRIVE 325 FRANKLIN, MA 02038-4007	DIRECTOR
PAUL SUGAR 430 FRANKLIN VILLAGE DRIVE 325 FRANKLIN, MA 02038-4007	DIRECTOR
SAIDEEP RAJ 430 FRANKLIN VILLAGE DRIVE 325 FRANKLIN, MA 02038-4007	DIRECTOR

MARK SARGENT  
430 FRANKLIN VILLAGE DRIVE 325  
FRANKLIN, MA 02038-4007

DIRECTOR

KATHI KEMPER  
430 FRANKLIN VILLAGE DRIVE 325  
FRANKLIN, MA 02038-4007

DIRECTOR

FORM PC

PAGE 4, LINE 18

STATEMENT 3

NAME AND ADDRESS

AREA OF RESPONSIBILITY

LAURA BAKOSH  
430 FRANKLIN VILLAGE DR.  
FRANKLIN, MA 02038

RESPONSIBLE FOR CUSTODY OF FUNDS

LAURA BAKOSH  
430 FRANKLIN VILLAGE DR.  
FRANKLIN, MA 02038

RESPONSIBLE FOR DISTRIBUTION OF FUNDS

LAURA BAKOSH  
430 FRANKLIN VILLAGE DR.  
FRANKLIN, MA 02038

RESPONSIBLE FOR FUNDRAISING

LAURA BAKOSH  
430 FRANKLIN VILLAGE DR.  
FRANKLIN, MA 02038

CUSTODY OF FINANCIAL RECORDS

LAURA BAKOSH  
430 FRANKLIN VILLAGE DR.  
FRANKLIN, MA 02038

AUTHORIZED TO SIGN CHECKS

JANICE HOULIHAN  
430 FRANKLIN VILLAGE DR.  
FRANKLIN, MA 02038

RESPONSIBLE FOR CUSTODY OF FUNDS

JANICE HOULIHAN  
430 FRANKLIN VILLAGE DR.  
FRANKLIN, MA 02038

RESPONSIBLE FOR DISTRIBUTION OF FUNDS

JANICE HOULIHAN  
430 FRANKLIN VILLAGE DR.  
FRANKLIN, MA 02038

RESPONSIBLE FOR FUNDRAISING

JANICE HOULIHAN  
430 FRANKLIN VILLAGE DR.  
FRANKLIN, MA 02038

CUSTODY OF FINANCIAL RECORDS

JANICE HOULIHAN  
430 FRANKLIN VILLAGE DR.  
FRANKLIN, MA 02038

AUTHORIZED TO SIGN CHECKS

FORM PC

PAGE 4, LINE 19

STATEMENT 4

STATE REG AGENCYCALIFORNIADATE OF REG REG NUMBER OTHER NAMES USEDSOLICIT DATE TYPE OF SOLICITATION

MASS MAILINGS

STATE REG AGENCYNEW YORKDATE OF REG REG NUMBER OTHER NAMES USEDSOLICIT DATE TYPE OF SOLICITATION

MASS MAILINGS

STATE REG AGENCYNEW YORKDATE OF REG REG NUMBER OTHER NAMES USEDSOLICIT DATE TYPE OF SOLICITATION

GRANT PROPOSALS

STATE REG AGENCYCALIFORNIADATE OF REG REG NUMBER OTHER NAMES USEDSOLICIT DATE TYPE OF SOLICITATION

GRANT PROPOSALS

20. Has this organization or any of its officers, directors, or employees:

*If yes, please attach an explanation.*

- (a) Been enjoined or otherwise prohibited by a government agency/court from operating or soliciting contributions?  Yes  No
- (b) Ever been refused registration or had its registration or tax exemption denied, suspended, modified or revoked by a governmental agency?  Yes  No
- (c) Been the subject of a proceeding regarding any solicitation or registration?  Yes  No
- (d) Entered into a voluntary agreement of compliance or consent judgment with, any government agency or in a case before a court or administrative agency?  Yes  No

21. Have any restrictions been removed during the year from donor-restricted funds?

*If yes, please attach an explanation.*

Yes  No

22. Have donor-restricted funds been loaned to unrestricted funds?

*If yes, please attach an explanation.*

Yes  No

23. This question involves "Termination of Employment or Changes of Control Compensatory Arrangements" with certain "Related Parties" (see *instructions and definition sections*). Report only if payments made or promised to any individual are in excess of four months salary or \$100,000, whichever dollar amount is less.

- (a) Did you make actual payments or otherwise transfer value under such an arrangement to any individual described in Related Party definition, sections (a) or (b), which payments are not reported in Question 6 or 7 above?  Yes  No
- (b) Do you have an agreement with any individual described in Related Party definition, sections (a) or (b), containing such an agreement?  Yes  No

*If you answered **yes** for Question 23(a) or 23(b) above, please attach an explanation identifying the individual(s) involved, stating the amount of any payments made or value transferred, and describing the terms of each agreement.*

24. This question applies to related party transactions, which include transactions with officers, directors, trustees, certain employees, relative, and organizations they own or control. Please consult the instructions and definition sections for the definition of a "Related Party" and "Indebtedness" before answering. Note that transactions involving related parties must be reported even when there is no accounting recognition (e.g. in-kind gifts, waiver or interest not otherwise reported).

If the answer to any part of Question 24 is **yes**, attach a schedule stating the name and address of the related party, the nature of the transaction, the value or the amounts involved in the transaction, and the procedure followed in authorizing the transaction.

During the year:		
A.	Has your organization sold or transferred assets to or purchased assets from or exchanged assets with a related party?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
B.	Has your organization leased assets to or leased assets from a related party?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
C.	Has your organization been indebted to a related party?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
D.	Has your organization allowed a related party to be indebted to it?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
E.	Has your organization made or held an investment in a related party?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
F.	Has your organization furnished goods, services, or facilities to a related party?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
G.	Has your organization acquired goods, services, or facilities from a related party who received compensation or other value in return?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
H.	Has your organization paid or became obligated to pay wages, salary, or other compensation to a related party?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
I.	Has your organization transferred income or assets to or for use by a related party?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
J.	Was your organization a party to any transaction in which any of its officers, directors, or trustees has a material financial interest, or did any officer, director or trustee receive anything of value not reported as compensation?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
K.	Has your organization invested in any corporate stock of a company in which any officer, director, or trustee owns more than 10% of the outstanding shares?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
L.	Is any property of the organization held in the name of or commingled with the property of any other person or organization?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
M.	Did your organization make a grant award or contribution to any other organization in which any of this organization's officers, directors or trustees has a relationship?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**Signature Required**

**Under penalty of perjury, I declare that the information furnished in this report, including all attachments, is true and correct to the best of my knowledge.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: JANICE HOULIHAN

Title: CO-FOUNDER

Name of Preparer: DANIEL DENNIS & COMPANY LLP

Address 990 WASHINGTON STREET, STE 308A

City DEDHAM State MA ZIP Code 02026

Phone Number (617) 262-9898

**Schedule A-1  
Solicitation Activities During Fiscal Year Covered By This Report**

List any names which will be used by the organization in connection with the solicitation of funds, other than the official name which appears on page 1.

NONE

Types of solicitation activities in which you expect to engage (check all that apply):

Mass Mailing	<input checked="" type="checkbox"/>	Via the Internet	<input type="checkbox"/>
Door-to-door	<input type="checkbox"/>	Raffle, beano, bingo or gaming event	<input type="checkbox"/>
Entertainment event	<input type="checkbox"/>	Sale of goods other than by telephone	<input type="checkbox"/>
Telemarketing without sale of goods or ads	<input type="checkbox"/>	Individual Mailings	<input type="checkbox"/>
Telemarketing with sale of goods	<input type="checkbox"/>	Corporate solicitations	<input type="checkbox"/>
Telemarketing with sale of ads	<input type="checkbox"/>	Grant Proposals	<input checked="" type="checkbox"/>
<input type="checkbox"/> Other (specify): _____			

Identify the method or methods you expect to use for the fundraising (check all that apply):

Professional solicitor*	<input type="checkbox"/>	Own employees	<input checked="" type="checkbox"/>
Professional fundraising counsel*	<input type="checkbox"/>	Volunteers	<input type="checkbox"/>
Commercial co-venturer*	<input type="checkbox"/>		

\* Provide applicable names and addresses:

Professional Solicitor Name: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Professional Fundraising Counsel Name: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Commercial Co-Venturer Name: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Schedule A-1 ctd.
Solicitation Activities During Fiscal Year Covered By This Report

Identify the individuals who will have final responsibility for the charity's custody of contributions:

LAURA BAKOSH

Name and Title: CO-FOUNDER

Address 430 FRANKLIN VILLAGE DRIVE #325

City FRANKLIN State MA ZIP Code 02038

JANICE HOULIHAN

Name and Title: CO-FOUNDER

Address 430 FRANKLIN VILLAGE DRIVE #325

City FRANKLIN State MA ZIP Code 02038

Name and Title:

Address

City State ZIP Code

Identify the individuals who will have final responsibility for the charity's distribution of contributions:

LAURA BAKOSH

Name and Title: CO-FOUNDER

Address 430 FRANKLIN VILLAGE DRIVE #325

City FRANKLIN State MA ZIP Code 02038

JANICE HOULIHAN

Name and Title: CO-FOUNDER

Address 430 FRANKLIN VILLAGE DRIVE #325

City FRANKLIN State MA ZIP Code 02038

Name and Title:

Address

City State ZIP Code

**Schedule A-2  
Solicitation Activities Planned for Fiscal Year Which Follows the Reporting Year**

List any names which will be used by the organization in connection with the solicitation of funds, other than the official name which appears on page 1.

NONE

Types of solicitation activities in which you expect to engage (check all that apply):

Mass Mailing	<input checked="" type="checkbox"/>	Via the Internet	<input type="checkbox"/>
Door-to-door	<input type="checkbox"/>	Raffle, beano, bingo or gaming event	<input type="checkbox"/>
Entertainment event	<input type="checkbox"/>	Sale of goods other than by telephone	<input type="checkbox"/>
Telemarketing without sale of goods or ads	<input type="checkbox"/>	Individual Mailings	<input type="checkbox"/>
Telemarketing with sale of goods	<input type="checkbox"/>	Corporate solicitations	<input type="checkbox"/>
Telemarketing with sale of ads	<input type="checkbox"/>	Grant Proposals	<input checked="" type="checkbox"/>
<input type="checkbox"/> Other (specify): _____			

Identify the method or methods you expect to use for the fundraising (check all that apply):

Professional solicitor*	<input type="checkbox"/>	Own employees	<input checked="" type="checkbox"/>
Professional fundraising counsel*	<input type="checkbox"/>	Volunteers	<input type="checkbox"/>
Commercial co-venturer*	<input type="checkbox"/>		

\* Provide applicable names and addresses:

Professional Solicitor Name: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Professional Fundraising Counsel Name: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Commercial Co-Venturer Name: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Schedule A-2 ctd.
Solicitation Activities Planned for Fiscal Year Which Follows the Reporting Year

Identify the individuals who will have final responsibility for the charity's custody of contributions:

LAURA BAKOSH

Name and Title: CO-FOUNDER

Address 430 FRANKLIN VILLAGE DRIVE

City FRANKLIN State MA ZIP Code 02038

JANICE HOULIHAN

Name and Title: CO-FOUNDER

Address 430 FRANKLIN VILLAGE DRIVE

City FRANKLIN State MA ZIP Code 02038

Name and Title:

Address

City State ZIP Code

Identify the individuals who will have final responsibility for the charity's distribution of contributions:

LAURA BAKOSH

Name and Title: PRESIDENT

Address 430 FRANKLIN VILLAGE DRIVE

City FRANKLIN State MA ZIP Code 02038

JANICE HOULIHAN

Name and Title: TREASURER

Address 430 FRANKLIN VILLAGE DRIVE

City FRANKLIN State MA ZIP Code 02038

Name and Title:

Address

City State ZIP Code

**Certification by Organization**

*Two different signatures required.* Signers must be organization president or other authorized officer or trustee.

**Under penalty of perjury, we declare that the information furnished in this report, including all attachments, is true and correct to the best of our knowledge.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: JANICE HOULIHAN

Title: CO-FOUNDER

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: LAURA BAKOSH

Title: CO-FOUNDER

**Schedule RO**

1. Please read the instructions and definition of "Related Organization" carefully before completing this section. (If you have more than five Related Organizations, please attach a list.)

Name:		Primary purpose or activity:		
FYE	A. Donor restricted funds (-) liabilities	B. 3rd party restricted funds (-) liabilities	C. Unrestricted funds (-) liabilities	D. Total net assets (A+B+C)

Name:		Primary purpose or activity:		
FYE	A. Donor restricted funds (-) liabilities	B. 3rd party restricted funds (-) liabilities	C. Unrestricted funds (-) liabilities	D. Total net assets (A+B+C)

Name:		Primary purpose or activity:		
FYE	A. Donor restricted funds (-) liabilities	B. 3rd party restricted funds (-) liabilities	C. Unrestricted funds (-) liabilities	D. Total net assets (A+B+C)

Name:		Primary purpose or activity:		
FYE	A. Donor restricted funds (-) liabilities	B. 3rd party restricted funds (-) liabilities	C. Unrestricted funds (-) liabilities	D. Total net assets (A+B+C)

Name:		Primary purpose or activity:		
FYE	A. Donor restricted funds (-) liabilities	B. 3rd party restricted funds (-) liabilities	C. Unrestricted funds (-) liabilities	D. Total net assets (A+B+C)

**Schedule RO ctd.**

2. List the total compensation paid by your organization and/or any other related organization to your chief executive (e.g., executive director) and to the four other current or former directors, trustees, officers, or employees within the system of related organizations identified at question 1, on page 13, receiving the highest aggregate compensation (see *instructions*). Use additional lines below to itemize by compensation source.

Name:		Title:	
Income Source:	Salary and Other Income:	Benefits Plan:	Other Compensation

Name:		Title:	
Income Source:	Salary and Other Income:	Benefits Plan:	Other Compensation

Name:		Title:	
Income Source:	Salary and Other Income:	Benefits Plan:	Other Compensation

Name:		Title:	
Income Source:	Salary and Other Income:	Benefits Plan:	Other Compensation

Name:		Title:	
Income Source:	Salary and Other Income:	Benefits Plan:	Other Compensation

3. Is asset and/or compensation information for religious organizations and/or certain non-charitable entities related to foundations excluded pursuant to instructions?  Yes  No



# CHAR500

## Annual Filing Checklist

Simply submit the certified CHAR500 with no fee, schedule, or additional attachments IF:

- Your organization is registered as 7A only and you marked the 7A filing exemption in Part 3.
- Your organization is registered as EPTL only and you marked the EPTL filing exemption in Part 3.
- Your organization is registered as DUAL and you marked both the 7A and EPTL filing exemption in Part 3.

### Checklist of Schedules and Attachments

Check the schedules you must submit with your CHAR500 as described in Part 4:

- If you answered "yes" in Part 4a, submit Schedule 4a: Professional Fund Raisers (PFR), Fund Raising Counsel (FRC), Commercial Co-Venturers (CCV)
- If you answered "yes" in Part 4b, submit Schedule 4b: Government Grants

Check the financial attachments you must submit with your CHAR500:

- IRS Form 990, 990-EZ, or 990-PF, and 990-T if applicable
- All additional IRS Form 990 Schedules, including Schedule B (Schedule of Contributors). Schedule B of public charities is exempt from disclosure and will not be available for public review.
- Our organization was eligible for and filed an IRS 990-N e-postcard. Our revenue exceeded \$25,000 and/or our assets exceeded \$25,000 in the filing year. We have included an IRS Form 990-EZ for state purposes only.

If you are a 7A only or DUAL filer, submit the applicable independent Certified Public Accountant's Review or Audit Report:

- Review Report if you received total revenue and support greater than \$250,000 and up to \$750,000.
- Audit Report if you received total revenue and support greater than \$750,000
- No Review Report or Audit Report is required because total revenue and support is less than \$250,000
- We are a DUAL filer and checked box 3a, no Review Report or Audit Report is required

### Calculate Your Fee

For 7A and DUAL filers, calculate the 7A fee:

- \$0, if you checked the 7A exemption in Part 3a
- \$25, if you did not check the 7A exemption in Part 3a

For EPTL and DUAL filers, calculate the EPTL fee:

- \$0, if you checked the EPTL exemption in Part 3b
- \$25, if the NET WORTH is less than \$50,000
- \$50, if the NET WORTH is \$50,000 or more but less than \$250,000
- \$100, if the NET WORTH is \$250,000 or more but less than \$1,000,000
- \$250, if the NET WORTH is \$1,000,000 or more but less than \$10,000,000
- \$750, if the NET WORTH is \$10,000,000 or more but less than \$50,000,000
- \$1500, if the NET WORTH is \$50,000,000 or more

### Send Your Filing

Send your CHAR500, all schedules and attachments, and total fee to:

NYS Office of the Attorney General  
 Charities Bureau Registration Section  
 28 Liberty Street  
 New York, NY 10005

#### Need Assistance?

Visit: [www.CharitiesNYS.com](http://www.CharitiesNYS.com)  
 Call: (212) 416-8401  
 Email: [Charities.Bureau@ag.ny.gov](mailto:Charities.Bureau@ag.ny.gov)

#### Is my Registration Category 7A, EPTL, DUAL or EXEMPT?

Organizations are assigned a Registration Category upon registration with the NY Charities Bureau:

**7A** filers are registered to solicit contributions in New York under Article 7-A of the Executive Law ("7A")

**EPTL** filers are registered under the Estates, Powers & Trusts Law ("EPTL") because they hold assets and/or conduct activities for charitable purposes in NY.

**DUAL** filers are registered under both 7A and EPTL.

**EXEMPT** filers have registered with the NY Charities Bureau and meet conditions in **Schedule E - Registration Exemption for Charitable Organizations**. These organizations are not required to file annual financial reports but may do so voluntarily.

Confirm your Registration Category and learn more about NY law at [www.CharitiesNYS.com](http://www.CharitiesNYS.com).

#### Where do I find my organization's NET WORTH?

NET WORTH for fee purposes is calculated on:

- IRS Form 990 Part I, line 22
- IRS Form 990 EZ Part I, line 21
- IRS Form 990 PF, calculate the difference between Total Assets at Fair Market Value (Part II, line 16(c)) and Total Liabilities (Part II, line 23(b)).

		Historical					
Year	2013A	2014A	2015A	2016A	2017A	2018A	
<b>Total Schools</b>	3	12	48	712	984	1686	
<b>Total Classrooms</b>	12	79	255	2,732	7,250	22,521	
<i>Subscriber Growth %</i>		558.3%	222.8%	971.4%	165.4%	210.6%	
<b>Ave. Classroom per school</b>	4.0	6.6	5.3	3.8	7.4	13.4	
<b>Total Students Served</b>	312	2,054	6,630	71,041	182,100	590,764	
<b>Revenue</b>							
Program Fee (recognized)		\$1,750	\$10,485	\$20,937	\$20,478	\$84,488	
Grants- Private Foundations		\$78,000	\$108,625	\$168,950	\$480,000	\$1,142,750	
Donations		\$24,274	\$14,542	\$112,811	\$74,812	\$88,973	
Miscellaneous Revenue				\$2,039	\$1,291	\$5,014	
<b>Total Revenue</b>		<b>\$104,024</b>	<b>\$133,652</b>	<b>\$304,737</b>	<b>\$576,581</b>	<b>\$1,321,224</b>	
<b>% of rev from prgm fees</b>		<b>2%</b>	<b>8%</b>	<b>8%</b>	<b>4%</b>	<b>7%</b>	
<b>Expenses</b>							
<b>Fundraising</b>							
Fundraising Wages				\$5,866			
Fundraising Payroll Tax				\$567			
<b>Total Fundraising Cost</b>		<b>\$0</b>	<b>\$0</b>	<b>\$6,433</b>	<b>\$0</b>	<b>\$0</b>	
<b>Program Services</b>							
Contract Labor			\$12,500		\$21,514	\$54,816	
Depreciation Expense-Platform				\$9,843	\$66,384	\$180,991	
Equipment-Field							
<b>Payroll-Direct</b>							
Program Wages		\$14,000	\$56,334	\$153,004	\$226,814	\$385,015	
Program Payroll Taxes		\$1,854	\$5,815	\$14,357	\$18,679	\$31,345	
Benefits/Bonuses							
<b>Total Direct Payroll</b>		<b>\$15,854</b>	<b>\$62,149</b>	<b>\$167,360</b>	<b>\$245,493</b>	<b>\$416,360</b>	
Workers Comp					\$199	\$1,274	
Marketing/Advertising/PR		\$1,295		\$17,328	\$18,836		
Miscellaneous program expense (notebooks, shi		\$8,874	\$13,993	\$5,379	\$776	\$1,290	
Presentations/Training/Travel		\$5,029	\$12,990	\$34,333	\$73,784	\$110,192	
Program Platform (Applications, Hosting, Websi		\$2,484	\$11,968	\$21,773	\$48,604	\$97,151	
Program Platform- shared revenue							
Program Development & Recording		\$16,244	\$4,829	\$6,406	\$14,434	\$4,080	
Program Translation (Spanish & others)				\$2,837	\$4,154		
R&D					\$0		
<b>Total Program Services</b>		<b>\$49,780</b>	<b>\$118,428</b>	<b>\$265,259</b>	<b>\$494,178</b>	<b>\$866,154</b>	
<b>General and Administrative</b>							
Bad Debt				\$5,000		\$1,000	
Bank & Credit Card fees			\$851	\$2,195	\$1,240	\$1,449	
Paypal fees					\$1,254	\$1,503	
Depreciation Expense			\$645	\$1,103	\$1,074	\$574	



Inner Explorer							
Fiscal Year Ending June 30							
2019 A	YTD		2021 Q1	2021 Q2	2021 Q3	2021 Q4	Current
	2020A						2021 OP- Draft
3012	3888						4,400
<b>30,120</b>	<b>40,000</b>						<b>48,000</b>
<i>33.7%</i>	<i>32.8%</i>						
<b>10.0</b>	<b>10.3</b>						<b>10.9</b>
<b>753,000</b>	<b>1,016,064</b>						<b>1,296,000</b>
\$185,848	\$327,881	\$150,000	\$30,000	\$70,000	\$100,000		\$350,000
\$594,500	\$1,042,850	\$110,000	\$350,000	\$100,000	\$340,000		\$900,000
\$104,397	\$98,483	\$15,000	\$15,000	\$10,000	\$10,000		\$50,000
\$1,577							
<b>\$886,321</b>	<b>\$1,469,214</b>	<b>\$215,000</b>	<b>\$390,000</b>	<b>\$135,000</b>	<b>\$460,000</b>		<b>\$1,300,000</b>
<b>21%</b>	<b>22%</b>						<b>27%</b>
\$0							\$0
<b>\$0</b>							<b>\$0</b>
\$38,035	\$350						\$5,000
\$300,631	\$356,609	\$105,000	\$105,000	\$105,000	\$105,000		\$420,000
\$0	\$0						\$0
\$442,231	\$484,222	\$130,000	\$130,000	\$140,000	\$175,000		\$575,000
\$34,950	\$39,807	\$10,500	\$10,500	\$13,000	\$15,500		\$46,000
	\$0		\$12,500				\$12,500
<b>\$477,181</b>	<b>\$524,029</b>	<b>\$140,500</b>	<b>\$153,000</b>	<b>\$153,000</b>	<b>\$190,500</b>		<b>\$633,500</b>
\$2,215	\$1,644	\$500	\$500	\$700	\$700		\$2,400
\$160,633	\$0						\$0
\$0							\$1,000
\$57,445	\$38,807	\$3,000	\$5,000	\$8,000	\$14,000		\$30,000
\$86,390	\$95,391	\$20,000	\$20,000	\$20,000	\$21,000		\$81,000
	\$50,000						\$0
\$12,625	\$185	\$1,250	\$1,250	\$1,250	\$1,250		\$5,000
\$550	\$700	\$1,000	\$2,000				\$3,000
\$0	\$0						\$0
<b>\$1,135,706</b>	<b>\$1,067,715</b>	<b>\$271,250</b>	<b>\$286,750</b>	<b>\$287,950</b>	<b>\$332,450</b>		<b>\$1,180,900</b>
\$3,948	\$90	\$50	\$50	\$50	\$50		\$200
\$1,957	\$1,401	\$300	\$500	\$300	\$400		\$1,750
\$1,106	\$569	\$250	\$250	\$250	\$250		\$1,000
\$74	\$0	\$50	\$50	\$50	\$50		\$200



# **Inner Explorer, Inc.**

Financial Statements  
and  
Independent Auditors' Report

June 30, 2020



**DANIEL DENNIS & Co**  
Certified Public Accountants

*Independent Auditors' Report*

The Board of Directors  
**Inner Explorer, Inc.**

We have audited the accompanying financial statements of Inner Explorer, Inc. (a nonprofit organization), (the Organization), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Inner Explorer, Inc. as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## Emphasis of Matter - Adoption of Accounting Pronouncements

As discussed in Note 2 to the financial statements, the Organization has adopted Accounting Standards Update (ASU) 2014-09 - Revenue from Contracts with Customers (Topic 606) and ASU 2018-08 - Not-For-Profit Entities (Topic 958) – *Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made*. Our opinion is not modified with respect to this matter.

## Report of Summarized Comparative Information

We have previously audited Inner Explorer, Inc.'s fiscal year 2019 financial statements, and our report dated June 30, 2020, expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Daniel Dennis & Company LLP

September 22, 2020

**Inner Explorer, Inc.**  
Statement of Financial Position  
As of June 30, 2020 with Comparative Totals as of June 30, 2019

<i>Assets</i>		
	2020	2019
<i>Current Assets</i>		
Cash	\$ 23,433	\$ 4,796
Promises to give	223,000	193,775
Accounts receivable, net	56,020	70,467
Prepaid expenses	<u>47,905</u>	<u>1,445</u>
Total current assets	<u>350,358</u>	<u>270,483</u>
<i>Computer Equipment and Software</i>		
Computer equipment and software	1,427,554	1,162,554
Less: accumulated depreciation	<u>(915,602)</u>	<u>(561,993)</u>
Net computer equipment and software	<u>511,952</u>	<u>600,561</u>
<i>Other Assets</i>		
Funds held in trust	<u>21,181</u>	<u>1,764</u>
Total assets	<u>\$ 883,491</u>	<u>\$ 872,808</u>
<i>Liabilities and Net Assets</i>		
<i>Current Liabilities</i>		
Accounts payable and accrued expenses	\$ 103,370	\$ 396,841
Accrued payroll	176,412	239,268
Line of credit	-	49,896
Funds held in trust - current	-	18,000
Related party loan	-	21,000
Deferred revenue - current	<u>67,936</u>	<u>25,177</u>
Total current liabilities	<u>347,718</u>	<u>750,182</u>
<i>Long-term Liabilities</i>		
Deferred revenue	7,420	4,210
Funds held in trust	21,180	1,764
Long-term notes payable	<u>55,900</u>	<u>-</u>
Total long-term liabilities	<u>84,500</u>	<u>5,974</u>
Total liabilities	<u>432,218</u>	<u>756,156</u>
<i>Net Assets</i>		
Without donor restrictions	354,406	(110,973)
With donor restrictions	<u>96,867</u>	<u>227,625</u>
Total net assets	<u>451,273</u>	<u>116,652</u>
Total liabilities and net assets	<u>\$ 883,491</u>	<u>\$ 872,808</u>

*See accompanying notes to financial statements.*

**Inner Explorer, Inc.**  
Statement of Activities  
For the Year Ending June 30, 2020  
With Summarized Comparative Totals For the Year Ending June 30, 2019

	<i>Without Donor Restrictions</i>	<i>With Donor Restrictions</i>	<i>2020 Total</i>	<i>2019 Total</i>
<b><i>Revenues and Support</i></b>				
Grants and contributions	\$ 943,807	\$ 99,350	\$ 1,043,157	\$ 594,500
Individual donations	98,176	-	98,176	104,397
Program fees	326,712	-	326,712	185,848
In-kind contributions	383,992	-	383,992	43,817
Miscellaneous income	1,169	-	1,169	2,234
Net assets released from restriction	<u>230,108</u>	<u>(230,108)</u>	<u>-</u>	<u>-</u>
Total revenue and support	<u>1,983,964</u>	<u>(130,758)</u>	<u>1,853,206</u>	<u>930,796</u>
<b><i>Expenses</i></b>				
Program services	1,452,271	-	1,452,271	1,179,522
General and administrative	<u>66,314</u>	<u>-</u>	<u>66,314</u>	<u>69,825</u>
Total expenses	<u>1,518,585</u>	<u>-</u>	<u>1,518,585</u>	<u>1,249,347</u>
Change in net assets	465,379	(130,758)	334,621	(318,551)
Net assets at beginning of year	<u>(110,973)</u>	<u>227,625</u>	<u>116,652</u>	<u>435,203</u>
Net assets at end of year	<u>\$ 354,406</u>	<u>\$ 96,867</u>	<u>\$ 451,273</u>	<u>\$ 116,652</u>

*See accompanying notes to financial statements.*

**Inner Explorer, Inc.**  
Statement of Functional Expenses  
For the Year Ending June 30, 2020  
With Summarized Comparative Totals For the Year Ending June 30, 2019

	<i>Program</i>	<i>Administrative</i>	<i>2020 Total</i>	<i>2019 Total</i>
Salaries	\$ 496,786	\$ 19,815	\$ 516,601	\$ 467,901
Payroll taxes and benefits	<u>40,884</u>	<u>1,461</u>	<u>42,345</u>	<u>36,926</u>
Total salary and related expenses	537,670	21,276	558,946	504,827
Program research & development	138,773	-	138,773	99,565
Contract Labor	1,238	-	1,238	38,035
Sales	31,625	-	31,625	57,283
Marketing	-	-	-	160,667
Professional services	383,992	28,995	412,987	69,247
Payroll service fees	-	1,620	1,620	1,454
Meetings, travel and conferences	-	404	404	629
Office supplies	-	34	34	310
Utilities	-	1,971	1,971	1,983
Insurance	2,400	2,497	4,897	3,599
Professional development	-	-	-	65
Bank fees and interest	-	9,391	9,391	7,030
Depreciation and amortization	356,573	36	356,609	300,705
Bad debt	<u>-</u>	<u>90</u>	<u>90</u>	<u>3,948</u>
Total	<u>\$ 1,452,271</u>	<u>\$ 66,314</u>	<u>\$ 1,518,585</u>	<u>\$ 1,249,347</u>

*See accompanying notes to financial statements.*

**Inner Explorer, Inc.**  
 Statements of Cash Flows  
 For the Year Ending June 30, 2020  
 With Summarized Comparative Totals For the Year Ending June 30, 2019

	2020	2019
<i>Cash Flows from Operating Activities</i>		
Change in net assets	\$ 334,621	\$ (318,551)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	356,609	300,705
Bad debt expense	90	3,948
(Increase)/decrease in assets:		
Accounts receivable	11,356	(234,617)
Promises to give	(29,225)	-
Prepaid expenses and other assets	(46,460)	1,684
Increase/(decrease) in liabilities:		
Accounts payable and accrued expenses	(293,471)	318,213
Deferred revenue	45,969	8,360
Accrued payroll	(62,856)	160,875
Net cash provided by operating activities	<u>316,633</u>	<u>240,617</u>
<i>Cash Flows from Investing Activities</i>		
Purchases of computer equipment and software	<u>(265,000)</u>	<u>(475,150)</u>
Net cash used in investing activities	<u>(265,000)</u>	<u>(475,150)</u>
<i>Cash Flows from Financing Activities</i>		
Proceeds from funds held in trust	-	18,000
Payments to funds held in trust	(18,000)	-
Proceeds from loans payable	80,900	23,000
Proceeds from line of credit	-	49,896
Payments on line of credit	(49,896)	-
Payments on loans payable	<u>(46,000)</u>	<u>(2,000)</u>
Net cash (used in)/provided by financing activities	<u>(32,996)</u>	<u>88,896</u>
Net change in cash	18,637	(145,637)
Cash - beginning of year	<u>4,796</u>	<u>150,433</u>
Cash - end of year	<u>\$ 23,433</u>	<u>\$ 4,796</u>

*See accompanying notes to financial statements.*

**Inner Explorer, Inc.**  
Notes to Financial Statements  
June 30, 2020

**1. Operations**

Inner Explorer, Inc. (the Organization) is a non-profit organization that was established in July 2011, under Internal Revenue Code Section 501(c)(3). The Organization was organized to unlock academic potential and foster lifelong well-being for millions of children and families. The Organization offers an internet-based program that includes a series of daily stress reduction and mindfulness practices. The Organization's primary sources of revenue are contributions, grants and program fees.

**2. Summary of Significant Accounting Policies**

*Accounting Method*

The Organization's financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Accordingly, revenue is recorded when earned and expenses are recorded when goods are received and services when rendered.

*New Accounting Pronouncement*

During fiscal year 2020, the Organization adopted the provisions of FASB ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)* and all related amendments. ASU 2014-09 supersedes most existing revenue recognition guidance. ASU 2014-09 provides a principles-based framework for recognizing revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration the Organization expects in exchange for the goods or services provided. It also requires enhanced disclosures to enable users of financial statements to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers.

Analysis of the various provisions of this standard resulted in no significant changes in the way the Organization recognizes revenue from contracts with customers, and therefore no changes to the previously issued audited financial statements were required on a retrospective basis. The presentation and disclosures of revenue have been enhanced in accordance with the standard.

During fiscal year 2020, the Organization also adopted the provisions of FASB's Accounting Standards Update (ASU) 2018-08, *Not-for-Profit Entities (Topic 958): Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made*. ASU 2018-08 requires transactions to be determined as an exchange or contribution and as conditional or unconditional when a contribution has taken place. The Organization has applied the ASU on a modified prospective basis and has concluded that the adoption of the new standard did not require an adjustment to the opening net asset balances.

**Inner Explorer, Inc.**  
Notes to Financial Statements - *Continued*  
June 30, 2020

**2. *Summary of Significant Accounting Policies – Continued***

*Net Asset Classification*

Net assets of the Organization are classified into two categories based on the existence or absence of donor-imposed restrictions as follows:

*Net Assets Without Donor Restrictions*

Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. The Board of Directors has discretionary control over all of these assets and may elect to designate such resources for specific purposes. This designation may be removed at the board's direction.

*Net Assets With Donor Restrictions*

Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated funds be maintained in perpetuity.

*Accounts Receivable*

Accounts receivable are presented net of the allowance for doubtful accounts. The Organization's periodic evaluation of the adequacy of the allowance is based on its past experience. Accounts receivable are written off when deemed uncollectable. At June 30, 2020 and 2019 the allowance for doubtful accounts was \$3,000.

*Promises to Give*

Unconditional promises to give are recognized as revenue and as assets, net of allowances, in the period in which the promises are made. Unconditional promises to give are recorded, in the year received, at the present value of estimated future cash flows using a risk-adjusted discount rate. Amortization of the discount is included in contribution revenue. Conditional promises to give are recognized only when the conditions on which they depend are substantially met and when the promises become unconditional.

Unconditional promises to give are periodically reviewed to estimate an allowance for doubtful accounts. Management estimates the allowance by review of historical experience and a specific review of collections trends that differ from scheduled collections on individual promises.

*Computer Equipment and Software*

Computer equipment and software are recorded at cost or the fair value at the date of donation. The Organization capitalizes all computer equipment and software with a cost greater than \$1,000 and a useful life of greater than one year. Depreciation is provided using the straight-line method over the estimated useful lives of the assets, which is estimated to be 3 years.

**Inner Explorer, Inc.**  
Notes to Financial Statements - *Continued*  
June 30, 2020

**2. *Summary of Significant Accounting Policies – Continued***

*Revenue Recognition*

The Organization earns revenue as follows:

*Grants and Contributions*

The Organization distinguishes between contributions received for each net asset category in accordance with donor-imposed restrictions. Contributions may include gifts of cash, collection items or promises to give. Such contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as an increase in net assets with donor restrictions. Unconditional contributions are recorded at their fair values when the promise to give is made. However, if a restriction is fulfilled in the same reporting period in which the contribution or grant is received, the Organization reports the support as without donor restrictions.

Conditional promises to give are recorded when they become unconditional; that is, when the conditions are substantially met.

*Program Fees*

Program fees are derived from sales of the internet-based program to school districts throughout the United States. Program fees are recognized over the period in which the school district will be using the internet-based program.

*Deferred Revenue*

Advanced payments for program fees are deferred until the requisite service is provided, at which time revenue is considered earned and recognized.

*Use of Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

*Functional Expenses*

The costs of providing the Organization's program and other activities have been summarized on a functional basis in the statements of functional expenses. Accordingly, certain costs have been allocated among the program and supporting services benefited.

*Cash and Cash Equivalents*

For the purpose of these financial statements, the Organization considers all highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents. At June 30, 2020 and 2019, the Organization did not hold any cash equivalents.

**Inner Explorer, Inc.**  
Notes to Financial Statements - *Continued*  
June 30, 2020

**2. *Summary of Significant Accounting Policies – Continued***

*In-Kind Contributed Services*

The Organization received contributions of time and resources from various volunteers. Services that create or enhance non-financial assets or require specialized skills and are provided by individuals possessing those skills are recorded at the estimated fair value, as contributions and expenses.

*Income Taxes*

The Organization is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and state income taxes under the applicable state statutes in Massachusetts, New York and California. Unrelated business income, of which there was none for the years ended June 30, 2020 and 2019, would be subject to federal and state income taxes. Accordingly, no provision for income taxes has been included in these financial statements.

The Organization evaluates tax positions taken or expected to be taken in its tax returns to determine whether the tax positions are *more-likely-than-not* to be sustained by the applicable federal and state authority. Tax positions not deemed to meet the *more-likely-than-not* threshold, along with accrued interest and penalties thereon, would be recorded as an expense in the current year financial statements. The Organization has evaluated the tax positions taken in its previously filed returns and those expected to be taken in its 2020 returns, and believe they are *more-likely-than-not* to be sustained if examined by federal or state tax authorities. The Organization's 2017 through 2019 tax years remain subject to examination by Federal and state tax authorities.

*Reclassifications*

Certain amounts in the prior period financial statements have been classified to conform to the current period financial statements. These reclassifications had no effect on the previously reported change in net assets.

*Summarized Comparative Information*

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2019, from which the summarized information was derived.

**Inner Explorer, Inc.**  
Notes to Financial Statements - *Continued*  
June 30, 2020 and 2019

**3. Computer Equipment and Software**

Computer equipment and software consisted of the following at June 30, 2020 and 2019:

<i>Description</i>	<i>2020</i>	<i>2019</i>
Computer software	\$ 1,426,374	\$ 1,158,374
Computer equipment	<u>1,180</u>	<u>4,180</u>
Total	1,427,554	1,162,554
Less: Accumulated depreciation	<u>(915,602)</u>	<u>(561,993)</u>
Net	<u>\$ 511,952</u>	<u>\$ 600,561</u>

Depreciation expense was \$356,609 and \$300,705 for the years ended June 30, 2020 and 2019, respectively.

**4. Funds Held in Trust**

An executive team member authored a book about the use of the Organization's internet-based program in a specific classroom. The executive team member is using the book's proceeds to establish a college scholarship fund for the students in that classroom. The funds are held in a bank account that is controlled by the Organization, and as a result, the funds are reported as an asset and liability of the Organization. During fiscal year 2019, the Organization used \$18,000 of the funds held in trust to cover current obligations. During fiscal year 2020, the \$18,000 was refunded to the funds held in trust. The total funds held in trust by the Organization at June 30, 2020 and 2019 were \$21,181 and \$1,764, respectively and the liability was \$21,180 and \$19,764, respectively.

**5. Line of Credit**

During fiscal year 2019, the Organization entered into a \$50,000 line of credit with a financial institution with an interest rate of 6.5%. The line of credit is secured by substantially all assets of the Organization. At June 30, 2020 and 2019, the outstanding balance on the line of credit was zero and \$49,896, respectively.

**6. Payroll Protection Program Loan**

During fiscal year 2020, the Organization received the Payroll Protection Program (PPP) loan in the amount of \$55,900. Under the terms of the PPP loan, the Organization must utilize the proceeds to fund qualifying expenses over a twenty-four-week period. Upon utilization of the proceeds the Organization can apply for loan forgiveness. Management anticipates the loan will be fully forgiven in fiscal year 2021.

**Inner Explorer, Inc.**  
Notes to Financial Statements - *Continued*  
June 30, 2020 and 2019

**7. Net Assets with Donor Restrictions**

At June 30, 2020 and 2019, the Organization's net assets with donor restrictions were as follows:

	<i>2020</i>	<i>2019</i>
Purpose restricted net assets	\$ 65,867	\$ 227,625
Time restricted net assets with purpose restrictions for Sarasota schools	<u>31,000</u>	<u>-</u>
	<u>\$ 96,867</u>	<u>\$ 227,625</u>

**8. Conditional Promise to Give**

During the period ending June 30, 2018, the Organization received a multiyear conditional promise to give in the amount of \$600,000. The Organization received the first installment of \$240,000 during 2018 and received the second installment of \$240,000 during 2019. The remaining \$140,000 was received during 2020.

During the year ended June 30, 2020, the Organization received a multiyear conditional promise to give in the amount of \$1,712,000. The Organization received the first installment of \$685,000 in fiscal year 2020. Subsequent payments are conditional based on the Organization's ability to meet contribution conditions, primarily related to school district participation. The remaining amount will be recognized when the conditions have been substantially met.

**9. In-Kind Contributed Services**

The Organization recognized revenue and related expenses for contributed professional services received totaling \$383,992 and \$43,817 for the fiscal years ended June 30, 2020 and 2019, respectively. The following summarizes the contributed services included in the Statements of Activities for the fiscal years ended June 30, 2020 and 2019:

<i>Description</i>	<i>2020</i>	<i>2019</i>
Information technology services	\$ 345,000	\$ 24,583
Legal services	17,792	19,084
Printing	-	150
Strategic plan	7,700	-
Marketing	<u>13,500</u>	<u>-</u>
	<u>\$ 383,992</u>	<u>\$ 43,817</u>

**Inner Explorer, Inc.**  
Notes to Financial Statements - *Continued*  
June 30, 2020 and 2019

**10. *Deferred Program Fees***

The following table provides information about significant changes in the deferred program fees for the year ended June 20, 2020 and 2019:

	<i>2020</i>	<i>2019</i>
Deferred program fees, beginning of year	\$ 29,387	\$ 21,027
Revenue recognized that was included in deferred program fees at the beginning of year	(25,177)	(21,027)
Increase in deferred program fees due to cash received during the year	<u>71,146</u>	<u>29,387</u>
Deferred program fees, end of year	<u>\$ 75,356</u>	<u>\$ 29,387</u>

**11. *Related Party Transactions***

*Information Technology Services*

The Organization purchases information technology services from a company whose co-founder is an executive team member of the Organization. The total purchases for the years ended June 30, 2020 and 2019 was \$383,000 and \$475,150, respectively, of which \$94,000 and \$132,000 were payable at June 30, 2020 and 2019, respectively. Additionally, for years ended June 30, 2020 and 2019 the executive team member provided in-kind information technology services of \$345,000 and \$0, respectively.

*Related Party Loans*

During fiscal year 2019, an officer of the Organization provided two interest free short-term loans to the Organization in the amounts of \$2,000 and \$21,000. During fiscal year 2019, the \$2,000 loan was repaid in full and during fiscal year 2020, the \$21,000 second short term loan was repaid in full.

Additionally, during fiscal year 2020, an officer of the Organization provided an interest free short term loan in the amount of \$25,000, which was repaid in full as of June 30, 2020.

*Payables*

The Organization had payable balances owed to two officers totaling \$0 and \$9,731 at June 30, 2020 and 2019, respectively.

*Deferred Salaries*

During fiscal year 2019, two officers of the Organization and four employees elected to defer a portion of their annual salary earned during fiscal year 2019. The total amount of the deferred salary earned in fiscal year 2019, was \$211,165 and was included in accrued salaries on the statement of financial position. During fiscal year 2020, the \$211,165 was paid to the two officers and the four employees.

**Inner Explorer, Inc.**  
Notes to Financial Statements - *Continued*  
June 30, 2020 and 2019

**11. *Related Party Transactions - Continued***

*Deferred Salaries - Continued*

Additionally, during fiscal year 2020, the two officers elected to defer a portion of their annual salaries earned during fiscal year 2020. The total amount of the deferred salary earned in fiscal year 2020 was \$117,692 and was included in accrued salaries on the statement of financial position.

**12. *Concentrations***

Cash at the financial institution with which the Organization maintains its accounts is insured by the Federal Deposit Insurance Corporation (FDIC). At times these account balances may exceed the FDIC insurance limit. The Organization has not experienced any losses in such accounts and does not believe it is exposed to any significant credit risk on cash.

For the years ended June 30, 2020 and 2019 the Organization received 49% and 37%, respectively, of its total income from two donors.

**13. *Availability and Liquidity***

The table below presents the Organization's financial assets available within one year to meet its general expenditures at June 30, 2020 and 2019:

	<i>2020</i>	<i>2019</i>
<i>Financial assets at year end</i>		
Cash	\$ 23,433	\$ 4,796
Promises to give	223,000	193,775
Accounts receivable, net	<u>56,020</u>	<u>70,467</u>
Total financial assets	<u>302,453</u>	<u>269,038</u>
 <i>Less amounts not available to be used within one year</i>		
Net assets with donor restrictions	<u>(96,867)</u>	<u>(227,625)</u>
Financial assets available to meet general expenditures within one year	<u>\$ 205,586</u>	<u>\$ 41,413</u>

As part of its liquidity management, the Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. In addition, the Organization maintains a line of credit in the amount of \$50,000, which could be drawn upon in the event of an unanticipated liquidity need (see Note 7).

**Inner Explorer, Inc.**  
Notes to Financial Statements - *Continued*  
June 30, 2020 and 2019

**14. Contingency**

On March 11, 2020, the World Health Organization characterized the outbreak of a novel strain of coronavirus (COVID-19) as a pandemic. In addition, multiple jurisdictions in the U.S. have declared a state of emergency. It is anticipated that these impacts will continue for some time. There has been no immediate impact to the Organization's operations. Future potential impacts may include disruptions or restrictions on employees' ability to work or contributors' ability to make donations as a result of job loss or other pandemic related issues. The future effects of these issues are unknown.

**15. Subsequent Events**

The Organization has evaluated subsequent events through September 22, 2020, which is the date the Organization's financial statements were available to be issued. No material subsequent events have occurred since June 30, 2020 that requires recognition or disclosure in these financial statements.



## INTRODUCING THE HARTFORD'S NEWLY UPDATED SUITE OF EMPLOYMENT-RELATED RISK MANAGEMENT RESOURCES

Dear Valued Customer,

We are pleased to share our newly updated suite of employment-related risk management resources, available in our **Hartford Help®** portal, and invite you to acquaint yourself with them.

In today's climate, allegations of sexual and workplace harassment and employment-related lawsuits have reached alarming levels. Even seasoned human resources professionals can face challenges in determining whether a particular employment decision is lawful or appropriate.

The resources in the **Hartford Help®** portal were designed with our policyholders in mind, with a primary goal of increasing their practical understanding of employment-related risks, while helping them to avoid potential lawsuits and control losses. Just a few of the resources available include HR training tools, sample HR policies, model handbooks, and interactive maps that outline key state laws based on the state of operation. These services are provided for The Hartford by a leading workplace law firm, Jackson Lewis P.C.

Additionally, you have access to the **Jackson Lewis Help Line at 1-866-620-0014** to speak with an attorney for general employment-related questions. If you want further assistance, you also have access to discounted rates from Jackson Lewis to assist with the development of preventative practices, preparing employee handbooks and training supervisors.

**Visit [www.hartfordhelp.com](http://www.hartfordhelp.com)**

**Your Invitation code: Welcome Hartford**

We hope you take advantage of these valuable services offered to The Hartford's Employment Practices Liability customers. As always, thank you for choosing The Hartford. Together we prevail.

*Please be advised that availing yourself of any of the services described herein will not constitute the filing of a notice of claim under any insurance policy, nor are any such services intended to be a replacement or substitute for your hiring of legal counsel. Jackson Lewis P.C. is an independent, third party law firm, and not a member company, subsidiary, or affiliate of The Hartford. Use of any of the services described herein is voluntary and solely at your own discretion.*



**PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY  
NON PROFIT ORGANIZATION  
DECLARATIONS**

**Policy Number:** 08 KM 0338547-20

**NOTICE: THE LIABILITY COVERAGE PARTS SCHEDULED IN ITEM 5 OF THE DECLARATIONS PROVIDE CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE SPECIFIED HEREIN: COVERAGE APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND WHICH HAS BEEN REPORTED TO THE INSURER IN ACCORDANCE WITH THE APPLICABLE NOTICE PROVISIONS. COVERAGE IS SUBJECT TO THE INSURED'S PAYMENT OF THE APPLICABLE RETENTION. PAYMENTS OF DEFENSE COSTS ARE SUBJECT TO, AND REDUCE, THE AVAILABLE LIMIT OF LIABILITY. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.**

**ITEM 1: Named Entity and Address:**

INNER EXPLORER INC  
430 FRANKLIN VILLAGE DRIVE 325  
FRANKLIN, MA 02038

**ITEM 2: Producer's Name and Address:**

90315  
ROGERS & GRAY INSURANCE AGENCY  
434 ROUTE 134  
SOUTH DENNIS, MA 02660

**ITEM 3: Policy Period:**

(A) Inception Date: 7/01/20

(B) Expiration Date: 7/01/21

12:01 a.m. local time at the address shown in ITEM 1

**ITEM 4: Premium:** \$951.00

**ITEM 5: Liability Coverage Part Elections:**

Only those **Liability Coverage Parts** and Coverage Features that are designated with an "X" are included under this Policy.

- "Combined Aggregate Limit of Liability For All **Liability Coverage Parts**" \$N/A
- "Defense Outside the Limit of Liability (100%)" for the following coverage parts:
  - Non Profit Directors, Officers and Entity Liability Coverage Part
  - Employment Practices Liability Coverage Part
  - Fiduciary Liability Coverage Part

If both the "Combined Aggregate Limit of Liability For All **Liability Coverage Parts**" and the "Defense Outside the Limit of Liability (100%)" options are selected, the maximum aggregate defense outside the limits paid by the Insurer shall be equal to 100% of the "Combined Aggregate Limit of Liability For All **Liability Coverage Parts**".

- "Defense Outside the Limit of Liability (Uncapped)" for all **Liability Coverage Parts**.

COVERAGE PART	AGGREGATE LIMIT(S) OF LIABILITY (AND SUB-LIMITS OF LIABILITY, WHERE APPLICABLE)	RETENTION(S)	PRIOR OR PENDING DATE(S)
<input checked="" type="checkbox"/> <b>Non Profit Directors, Officers and Entity Liability</b>  <i>(Additional, Elective Coverage Features)</i>  <input checked="" type="checkbox"/> <i>Entity Liability Coverage</i>  <input checked="" type="checkbox"/> <i>Investigation Costs</i>  <input checked="" type="checkbox"/> <i>Additional Limit of Liability for Claims Against Managers</i>  <input checked="" type="checkbox"/> <i>Legal Services Wrongful Act</i>  <input checked="" type="checkbox"/> <i>Data Privacy Event Expense Coverage</i>	<u>\$ 1,000,000</u>  \$1,000,000  Sub-Limit of Liability <u>\$500,000</u>  <u>\$1,000,000</u>  Sub-Limit of Liability <u>\$1,000,000</u>  Sub-Limit of Liability <u>\$100,000</u>	Insured Person Liability <u>\$0</u>  Corporate Reimbursement <u>\$0</u>  <u>\$0</u>  <u>\$0</u>  <u>\$0</u>	<u>07/01/19</u>  <u>07/01/19</u>  <u>07/01/19</u>  <u>07/01/19</u>  <u>07/01/19</u>  <u>07/01/19</u>
<input checked="" type="checkbox"/> <b>Employment Practices Liability</b>  <i>(Additional, Elective Coverage Features)</i>  <input checked="" type="checkbox"/> <i>Third Party Liability Coverage</i>  <input checked="" type="checkbox"/> <i>Wage and Hour Defense Cost Coverage Extension</i>  <input checked="" type="checkbox"/> <i>Workplace Violence Expenses Coverage Extension</i>  <input checked="" type="checkbox"/> <i>Training Costs</i>	<u>\$1,000,000</u>  Sub-Limit of Liability <u>\$1,000,000</u>  Sub-limit of Liability for Defense Costs: <u>\$500,000</u>  Sub-limit of Liability for Expenses: <u>\$250,000</u>  Sub-limit of Liability for Training Costs: <u>\$1,000,000</u>	<u>\$1,000</u>  <u>\$1,000</u>  <u>\$1,000</u>  <u>\$0</u>  <u>\$1,000</u>	<u>07/01/19</u>  <u>07/01/19</u>  <u>07/01/19</u>  <u>07/01/19</u>  <u>07/01/19</u>
<input type="checkbox"/> <b>Fiduciary Liability</b> <i>(Additional Elective Coverage Features)</i> <input type="checkbox"/> <i>Settlement Program Coverage</i>  <input type="checkbox"/> <i>HIPAA:</i>	<u>\$NOT COVERED</u>  Sub-Limit of Liability <u>\$NOT COVERED</u>  Sub-Limit of Liability <u>\$NOT COVERED</u>	<u>\$NOT COVERED</u>  <u>\$NOT COVERED</u>  <u>\$NOT COVERED</u>	<u>NOT COVERED</u>  <u>NOT COVERED</u>  <u>NOT COVERED</u>

**ITEM 6: Non-Liability Coverage Part Elections:**

Only those **Non-Liability Coverage Parts** that are designated with an "X" are included under this Policy

COVERAGE PART	LIMIT(S) OF INSURANCE	RETENTION
<input type="checkbox"/> <b>Crime</b>	See Crime Coverage Part Dec. Page, Form No. <u>N/A</u>	See Crime Coverage Part Dec. Page, Form No. <u>N/A</u>
<input type="checkbox"/> <b>Kidnap and Ransom/Extortion</b>	See Kidnap and Ransom/Extortion Coverage Part Dec. Page, Form No. <u>N/A</u>	See Kidnap and Ransom/Extortion Coverage Part Dec. Page, Form No. <u>N/A</u>

**ITEM 7: Extended Reporting Period:**

**(A)** Duration: 12 MONTHS

**(B)** Premium\*: 125%

\* Premium for the Extended Reporting Period elected shall be the indicated percentage of the sum of the annual premium specified for all **Liability Coverage Parts** plus the annualized amounts of any additional premiums charged during the **Policy Period**. The Extended Reporting Period is not available for the **Non-Liability Coverage Parts**.

**ITEM 8: Endorsements:**

This Policy includes the following endorsements at issuance:

SEE FORM GU207 (SCHEDULE OF FORMS AND ENDORSEMENTS)

**ITEM 9: Address For Notices to Insurer:**

**For Claims other than Kidnap and Ransom/Extortion:**

The Hartford  
Claims Department  
Hartford Financial Products  
277 Park Ave., 16th Floor  
New York, New York 10172  
[HFPClaims@thehartford.com](mailto:HFPClaims@thehartford.com)  
Fax: (917) 464-6000

**For all notices other than Claims:**

The Hartford  
Product Services  
Hartford Financial Products  
277 Park Ave., 16th Floor  
New York, New York 10172  
[HFPEXpress@thehartford.com](mailto:HFPEXpress@thehartford.com)  
Fax: (866) 586-4550

For Kidnap and Ransom/Extortion Claims see Kidnap and Ransom/Extortion Coverage Part Declarations.

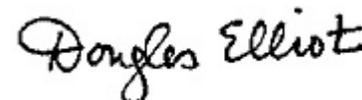
This Policy shall not be valid unless countersigned by the Insurer's duly authorized representative.

**ENDORSEMENT**

This endorsement, effective on 7/01/20 at 12:01 A.M standard time, forms a part of

Policy No. 08 KM 0338547-20 of the TWIN CITY FIRE INSURANCE CO.

Issued to INNER EXPLORER INC



Douglas Elliot, President

SCHEDULE

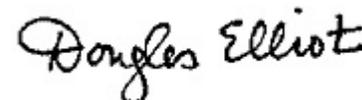
	RN00N02600	5/93	IN WITNESS PAGE
	PP00H90300	10/16	PRIVATE CHOICE PREMIER POLICY NON PROFIT COMMON TERMS AND CONDITIONS
	PP00H90000	10/16	PRIVATE CHOICE PREMIER POLICY NON PROFIT DIRECTORS, OFFICERS AND ENTITY
	PP00H40000	6/16	EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
1	HG00H06802	1/15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
2	PP00H10700	4/17	AMEND CANCELLATION PROVISION 20 DAYS NOTICE UNEARNED PREMIUM PRO RATA
3	PP00H33000	6/16	AMENDED BODILY INJURY AND PROPERTY DAMAGE EXCLUSION NO EXCEPTIONS
4	PP00H42600	6/16	WORKPLACE VIOLENCE COVERAGE ENDORSEMENT
5	PP00H43100	10/16	AMENDED THIRD PARTY COVERAGE ENDORSEMENT
6	PP00H43200	4/17	AMENDED RETENTION WAIVER
7	PP00H43300	4/17	AMENDED DEFINITION OF RETALIATION
8	PP00H43500	3/17	AMEND NOTICE OF CLAIM SECTION VI (B)(2)
9	PP00H91300	4/17	NON PROFIT PRIVATE CHOICE PREMIER ENDORSEMENT
10	PP00H92200	10/16	TRADE AND PROFESSIONAL ASSOCIATION AMENDATORY ENDORSEMENT (NON PROFIT DIRECTORS
11	PP00H92900	2/17	CRISIS MANAGEMENT EXPENSE COVERAGE (NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY
12	PP00H93000	2/17	DATA PRIVACY EVENT AND CRISIS MANAGEMENT EXPENSE COVERAGE - \$100,000 SUBLIMIT(NON PROFIT

## ENDORSEMENT

This endorsement, effective on 7/01/20 at 12:01 A.M standard time, forms a part of

Policy No. 08 KM 0338547-20 of the TWIN CITY FIRE INSURANCE CO.

Issued to INNER EXPLORER INC



Douglas Elliot, President

### SCHEDULE

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13	PP00H93100	2/17	RETIRED DIRECTORS COVERAGE ENDORSEMENT (NON PROFIT D&O)
14	PP00H93300	2/17	SOCIAL SERVICE AMENDATORY ENDORSEMENT INCLUDING CRISIS MANAGEMENT AND SEXUAL MISCONDU
15	PP00H93500	2/17	SOCIAL MEDIA COVERAGE ENDORSEMENT (NON PROFIT D&O)
16	PP00H93600	2/17	SPECIFIED PENALTIES COVERAGE (NON PROFIT D&O)
17	PP00H93700	4/17	AMENDED DERIVATIVE COVERAGE
18	PP00H93800	4/17	AMENDED SECURITIES EXCLUSION
19	PP00H94100	4/17	AMEND ENTITY VS. INSURED EXCLUSION BANKRUPTCY TRUSTEE CARVEBACK
	HG00H05603	1/15	CONFIRMATION OF ACCEPTANCE OF CERTIFIED ACTS OF TERRORISM
	HG00H12900	10/16	U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")
	HR00H09300	2/07	PRODUCER COMPENSATION NOTICE

# PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY

## NON PROFIT COMMON TERMS AND CONDITIONS

**NOTICE: THE LIABILITY COVERAGE PARTS SCHEDULED IN ITEM 5 OF THE DECLARATIONS PROVIDE CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE SPECIFIED HEREIN: COVERAGE APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD AND WHICH HAS BEEN REPORTED TO THE INSURER IN ACCORDANCE WITH THE APPLICABLE NOTICE PROVISIONS. COVERAGE IS SUBJECT TO THE INSURED'S PAYMENT OF THE APPLICABLE RETENTION. PAYMENTS OF DEFENSE COSTS ARE SUBJECT TO, AND REDUCE, THE AVAILABLE LIMIT OF LIABILITY. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.**

In consideration of the payment of the premium, the Insurer and the **Insureds** agree as follows:

### I. TERMS AND CONDITIONS

- (A) All Coverage Parts included in this Policy are subject to the following Common Terms and Conditions. If any provision in these Common Terms and Conditions is inconsistent or in conflict with the terms and conditions of any Coverage Part, the terms and conditions of such Coverage Part shall control for purposes of that Coverage Part.
- (B) Except as otherwise provided by specific reference to other Coverage Parts, the terms and conditions of each Coverage Part shall apply only to such Coverage Part.

### II. COMMON DEFINITIONS

The following terms, whether used in the singular or plural, shall have the meanings specified below:

- **"Affiliate"** means any insurance company controlling, controlled by or under common control with the Insurer.
- **"Application"** means the application for this Policy, including any (i) materials or information submitted therewith or made available to the Insurer during the underwriting process, or (ii) warranty, representation or other statement provided to the Insurer, which application shall be on file with the Insurer. Such **Application** shall be deemed a part of this Policy and attached hereto.
- **"Claim"** shall have the meaning specified for such term in each Coverage Part.
- **"Damages"** shall have the meaning specified for such term in each Coverage Part.
- **"Debtor in Possession"** means a "debtor in possession" as such term is defined in Chapter 11 of the U.S. Bankruptcy Code as well as any equivalent status under any similar law, including outside of the United States.
- **"Defense Costs"** means:

(1) reasonable legal fees and expenses including but not limited to e-discovery expenses, incurred in the defense or appeal of a **Claim**;

(2) **Extradition Costs**; or

(3) the costs of appeal, attachment or similar bonds, provided that the Insurer shall have no obligation to furnish such bonds.

However, **Defense Costs** shall not include:

(a) salaries, wages, remuneration, overhead or benefit expenses associated with any **Insureds**;

(b) any fees, expenses or costs which are incurred by or on behalf of a party which is not a covered **Insured**; or

(c) any fees, expenses or costs which were incurred prior to the date on which the Insurer received written notice of **Claim** from the **Insured**.

- “**Domestic Partner**” means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or any domestic partner relationship arrangement recognized outside of the U.S. and under the Human Resource policy of the **Insured Entity**.
- “**Effective Time**” means the actual time that a transaction is legally consummated as evidenced by the controlling documents of the transaction, including but not limited to the purchase and sale agreement, merger agreement, partnership agreement, or trust agreement.
- “**Employee**” means any natural person who was, is or shall become a(n):
  - (1) employee of an **Insured Entity** including any full time, part time, seasonal, temporary, leased, or loaned employee; or
  - (2) volunteer or intern with an **Insured Entity**.

However, this definition of **Employee** shall hereby expressly not apply for purposes of the **Non-Liability Coverage Parts**.

- “**ERISA**” means the Employee Retirement Income Security Act of 1974.
- “**Extradition Costs**” means reasonable and necessary fees and expenses directly resulting from a **Claim** in which an **Insured Person** opposes, challenges, resists or defends against any request for the extradition of such **Insured Person** from his or her current country of employ and domicile to any other country for trial or otherwise to answer any criminal accusation, including the appeal of any order or other grant of extradition of such **Insured Person**.
- “**Financial Insolvency**” means the status of an **Insured Entity** as a result of:
  - (1) the appointment of any conservator, liquidator, receiver, rehabilitator, trustee, or similar official to control, supervise, manage or liquidate such **Insured Entity**; or
  - (2) such **Insured Entity** becoming a **Debtor in Possession**.
- “**Insured Entity**” means:
  - (1) the **Named Entity**; or
  - (2) any **Subsidiary**.

**Insured Entity** shall include any such entity as a **Debtor in Possession**.

- “**Insured Person**” shall have the meaning specified for such term in each Coverage Part.
- “**Insureds**” shall have the meaning specified for such term in each Coverage Part.
- “**Interrelated Wrongful Acts**” means **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, or transaction, or series of causally connected facts, circumstances, situations, events, or transactions.
- “**Liability Coverage Part**” means the Directors, Officers and Entity Liability, Employment Practices Liability, and Fiduciary Liability Coverage Parts, if included in ITEM 5 of the Declarations.
- “**Loss**” means **Defense Costs** and **Damages**.
- “**Manager**” means any natural person who was, is or shall become a(n):
  - (1) duly elected or appointed director, advisory director, board observer, advisory board member, officer, member of the board of managers or management committee member of an **Insured Entity**;
  - (2) **Employee** in his/her capacity as legal counsel to an **Insured Entity**; or
  - (3) executive of an **Insured Entity** created outside the U.S. to the extent that such executive holds a position equivalent to those described in (1) or (2) above.

However, this definition of **Manager** shall hereby expressly not apply for the purposes of the Kidnap and Ransom/ Extortion Coverage Part.

- “**Named Entity**” means the entity named in ITEM 1 of the Declarations.
- “**Non-Liability Coverage Part**” means the Crime and Kidnap and Ransom/Extortion Coverage Parts, if included in ITEM 6 of the Declarations.
- “**Notice Managers**” shall have the meaning specified for such term in each Coverage Part.
- “**Policy Period**” means the period from the Inception Date to the Expiration Date set forth in ITEM 3 of the Declarations or any earlier cancellation date.
- “**Pollutants**” means any solid, liquid, gaseous or thermal irritant, nuisance or contaminant, including, without limitation, smoke, vapor, soot, fumes, acids, alkalies, chemicals, odors, noise, lead, oil or oil product, radiation, asbestos or asbestos-containing product, waste and any electric, magnetic or electromagnetic field of any frequency. Waste includes, without limitation, material to be recycled, reconditioned or reclaimed. **Pollutants** also means any substance located anywhere in the world identified on a list of hazardous substances issued by any federal agency (including, nonexclusively, the Environmental Protection Agency) or any state, county, municipality or locality or counterpart thereof, or any foreign equivalent thereof.
- “**Qualified Public Report**” means the public description of an occurrence that is covered only under a **Non-Liability Coverage Part** included under this Policy, which description also:

- (1) includes the legal identity of an **Insured** implicated in the coverage determination under such **Non-Liability Coverage Part**;
- (2) is broadcast by an on-the-air television or radio newscast, or published in a daily-circulated newspaper, or any official website thereof; and
- (3) first occurs during the **Policy Period**.

However, **Qualified Public Report** does not mean any description by a source that does not employ a staff of journalists to report the news, or any description by or in any blog or social media.

- “**Subsidiary**” means any:
  - (1) corporation in which and so long as the **Named Entity** owns or controls, directly or indirectly, more than 50% of the outstanding securities representing the right to vote for the election of the board of directors of such corporation;
  - (2) limited liability company in which and so long as the **Named Entity** owns or controls, directly or indirectly, the right to elect, appoint or designate more than 50% of such entity’s managing members;
  - (3) chapter of the **Named Entity**, but only if added by endorsement specifically identifying such chapter;
  - (4) corporation operated as a joint venture in which and so long as the **Named Entity** owns or controls, directly or indirectly, exactly 50% of the issued and outstanding voting stock and which, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock of such corporation, the **Named Entity** solely controls the management and operation of such corporation; or
  - (5) foundation, charitable trust or political action committee in which and so long as such entity or organization is controlled by the **Named Entity** or any **Subsidiary** as defined (1) through (4) above.
- “**Wage and Hour Violation**” means any actual or alleged violation of the duties and responsibilities that are imposed upon an **Insured** by any federal, state or local law or regulation anywhere in the world, including but not limited to the Fair Labor Standards Act or any similar law (except the Equal Pay Act), which govern wage, hour and payroll practices. Such practices include but are not limited to:
  - (1) the calculation and payment of wages, overtime wages, minimum wages and prevailing wage rates;
  - (2) the calculation and payments of benefits;
  - (3) the classification of any person or organization for wage and hour purposes;

- (4) reimbursing business expenses;
  - (5) the use of child labor; or
  - (6) garnishments, withholdings and other deductions from wages.
- “**Wrongful Act**” shall have the meaning specified for such term in each Coverage Part.

### III. COVERAGE EXTENSIONS

#### (A) Spousal/Domestic Partner Liability Coverage

Coverage shall apply to the lawful spouse or **Domestic Partner** of an **Insured Person** for a **Claim** made against such spouse or **Domestic Partner**, provided that:

- (1) such **Claim** arises solely out of:
  - (a) such person’s status as the spouse or **Domestic Partner** of an **Insured Person**; or
  - (b) such spouse or **Domestic Partner’s** ownership of property sought as recovery for a **Wrongful Act**;
- (2) the **Insured Person** is named in such **Claim** together with the spouse or **Domestic Partner**; and
- (3) coverage of the spouse or **Domestic Partner** shall be on the same terms and conditions, including any applicable Retention, as apply to coverage of the **Insured Person** for such **Claim**.

No coverage shall apply to any **Claim** for a **Wrongful Act** of such spouse or **Domestic Partner**.

#### (B) Estates and Legal Representatives

In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** made against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** shall be deemed to be a **Claim** made against such **Insured Person**. No coverage shall apply to any **Claim** for a **Wrongful Act** of such estate, heirs, legal representatives or assigns.

#### (C) Public Relations Reimbursement Extension

If, during the **Policy Period**, the **Insured Entity** notifies the Insurer in writing of a **Qualified Public Report** within sixty (60) days of the first broadcast or publication thereof, then, subject to the Insurer’s prior written consent, such consent not to be unreasonably withheld, the **Named Entity** shall be entitled to reimbursement for up to \$25,000 of reasonable and necessary public relations expenses incurred to mitigate the effects of the **Qualified Public Report**; provided further that:

- (1) all **Qualified Public Reports** that have as a common nexus any fact, circumstance, situation, event, transaction, goal, motive, methodology, or cause or series of causally connected facts, circumstances, situations, events, transactions, goals, motives, methodologies or causes are deemed one **Qualified Public Report** first occurring on the date of the first such broadcast or publication thereof; and
- (2) the \$25,000 coverage provided by this extension shall:
  - (a) be the maximum aggregate amount that the Insurer shall pay under this Policy for all **Qualified Public Reports**; and
  - (b) only be available for reimbursement if the **Insured Entity** has exhausted any retention applicable to coverage for such occurrence giving rise to the **Qualified Public Report**. At such time as such applicable retention is exhausted, there shall be no further retention applicable to the coverage provided by this extension.

### IV. LIMIT OF LIABILITY

- (A) The Limit of Liability for each **Liability Coverage Part** in ITEM 5 of the Declarations shall be the maximum aggregate amount that the Insurer shall pay under such Coverage Part for all **Loss** from all **Claims** covered under such Coverage Part.
- (B) Notwithstanding the above, if a Combined Aggregate Limit of Liability For All Coverage Parts is included in ITEM 5 of the Declarations, then:
- (1) the Combined Aggregate Limit of Liability For All Coverage Parts shall be the maximum aggregate amount that the Insurer shall pay for all **Loss** from all **Claims** covered under all included **Liability Coverage Parts** combined; and
  - (2) any amount specified as a Limit of Liability for any individual **Liability Coverage Part** in ITEM 5 of the Declarations shall be part of, and not in addition to, the amount stated as the Combined Aggregate Limit of Liability For All Coverage Parts.
- (C) If any Limit of Liability or Limit of Insurance is exhausted, the premium for this Policy shall be deemed fully earned.

## V. DEFENSE COSTS

Solely with respect to all **Liability Coverage Parts**:

- (A) **Defense Costs** shall be part of, and not in addition to, each applicable Limit of Liability. Payment of **Defense Costs** by the Insurer shall reduce each Limit of Liability.
- (B) Notwithstanding the above, if Defense Outside the Limit of Liability is included in ITEM 5 of the Declarations, then payment of **Defense Costs** shall be in addition to such applicable Limit of Liability, provided that:
- (1) if the Combined Aggregate Limit of Liability For All Coverage Parts is not included in ITEM 5 of the Declarations, then the maximum aggregate amount that the Insurer shall pay for all **Defense Costs** from all **Claims** covered under a **Liability Coverage Part** shall be equal to the Aggregate Limit of Liability for such **Liability Coverage Part**.
  - (2) if a Combined Aggregate Limit of Liability For All Coverage Parts is included in ITEM 5 of the Declarations, then the maximum aggregate amount that the Insurer shall pay for all **Defense Costs** from all **Claims** covered under all included **Liability Coverage Parts** combined shall be equal to the Combined Aggregate Limit of Liability.
  - (3) if the amount available for **Defense Costs** stated in (1) or (2) above is exhausted by the payment of **Defense Costs**, then **Defense Costs** shall be paid by the Insurer out of any remaining applicable Limit of Liability until the exhaustion of the applicable Limit of Liability.
  - (4) no **Defense Costs** shall be paid by the Insurer upon exhaustion of the applicable Limit of Liability by **Damages**.
- (C) Notwithstanding the above, if Defense Outside the Limit of Liability (Uncapped) is included in Item 5 of the Declarations, then payment of **Defense Costs** shall be in addition to such applicable Limit of Liability, provided that no **Defense Costs** shall be paid by the Insurer upon exhaustion of the applicable Limit of Liability by **Damages**.

## VI. RETENTION

Solely with respect to all **Liability Coverage Parts**:

- (A) The Insurer shall pay **Loss** in excess of the Retention applicable to each **Claim** as specified in ITEM 5 of the Declarations.
- (B) All Retentions shall be borne by the **Insureds** at their own risk; though where allowable by law, actual payment for a retention may be made on behalf of the **Insured** by a non-**Insured**. Payment by a non-**Insured** must contain a written reference to the identification number of the matter for which such payment is being made.
- (C) The Retention shall apply to **Defense Costs** covered under this Policy. If, any **Defense Costs** are incurred by the Insurer prior to the **Insured's** complete payment of the Retention, then the **Insureds** shall reimburse the Insurer therefor upon request.

- (D) If a **Claim** is covered under more than one Coverage Part, the applicable Retention for each Coverage Part shall be applied separately to such **Claim**, provided that the maximum Retention applied to such **Claim** shall not exceed the highest of such applicable Retentions.
- (E) No Retention shall apply to **Loss** incurred by any **Insured Person** that an **Insured Entity** is not permitted by common or statutory law to indemnify, or is permitted or required to indemnify, but is not able to do so by reason of **Financial Insolvency**.
- (F) If an **Insured Entity** is permitted or required by common or statutory law to indemnify an **Insured Person** for any **Loss**, or to advance **Defense Costs** on their behalf, and does not do so other than because of **Financial Insolvency**, then such **Insured Entity** and the **Named Entity** shall reimburse and hold harmless the Insurer for the Insurer's payment or advancement of such **Loss** up to the amount of the Retention that would have applied if such indemnification had been made.
- (G) If a **Subsidiary** is unable to indemnify an **Insured Person** for any **Loss**, or to advance **Defense Costs** on their behalf, because of **Financial Insolvency**, then the **Named Entity** shall reimburse and hold harmless the Insurer for the Insurer's payment or advancement of such **Loss** up to the amount of the applicable Retention that would have applied if such indemnification had been made.

## VII. DEFENSE AND SETTLEMENT

Solely with respect to all **Liability Coverage Parts**:

- (A) The Insurer shall have the right and duty to defend **Claims** covered under the Policy, even if such **Claim** is groundless, false or fraudulent, provided that:

- (1) the **Insureds** give notice to the Insurer in accordance with the applicable **Liability Coverage Parts**' notice provisions; and
- (2) such **Claim** does not involve allegations, in whole or in part, of a **Wage and Hour Violation**.

For any **Claim** involving allegations, in whole or in part, of a **Wage and Hour Violation**, it shall be the duty of the **Insureds**, and not the Insurer, to defend such **Claim**.

- (B) If the Insurer has the duty to defend a **Claim**, the Insurer's duty to defend such **Claim** shall cease upon exhaustion of any applicable Limit of Liability.

Notwithstanding the above, if Defense Outside the Limit of Liability is included in ITEM 5 of the Declarations, then the Insurer's duty, if any, to defend any **Claim** shall cease upon exhaustion of the maximum aggregate amount of **Defense Costs** available under Section V. DEFENSE COSTS, and any applicable Limit of Liability.

- (C) The **Insureds** shall not admit or assume any liability, make any settlement offer or enter into any settlement agreement, stipulate to any judgment, or incur any **Defense Costs** regarding any **Claim** without the prior written consent of the Insurer, such consent not to be unreasonably withheld. The Insurer shall not be liable for any admission, assumption, settlement offer or agreement, stipulation, or **Defense Costs** to which it has not consented.
- (D) The Insurer shall have the right to associate itself in the defense and settlement of any **Claim** that appears reasonably likely to involve this Policy. The Insurer may make any investigation it deems appropriate in connection with any **Claim**. The Insurer may, with the written consent of the **Insureds**, settle any **Claim** for a monetary amount that the Insurer deems reasonable.
- (E) Notwithstanding the above, if Defense Outside the Limit of Liability is included in Item 5 of the Declarations, then the Insurer may, with the written consent of the **Insureds**, settle any **Claim** for a monetary amount that the Insurer deems reasonable. However, if an **Insured** fails or refuses to consent to the settlement of a **Claim** as recommended by the Insurer and acceptable to a claimant, then:
  - (1) the Insurer's duty to defend such **Claim**, if any, shall cease; and

(2) subject to the applicable Limit of Liability, the Insurer's maximum liability for such **Claim** shall be limited to the sum of:

(a) **Defense Costs** incurred up until such failure or refusal; plus

(b) 80% of **Defense Costs** incurred after such failure or refusal; plus

(c) **Loss** other than **Defense Costs** incurred to resolve such **Claim**, provided that if such amount exceeds the settlement amount recommended by the Insurer that the Insurer shall only be liable for 80% of the amount of such **Loss** in excess of such settlement amount.

(F) The **Insureds** shall give to the Insurer all information and cooperation as the Insurer may reasonably request. However, if the Insurer is, in its sole discretion, able to determine coverage for cooperating **Insureds**, the failure of one **Insured Person** to cooperate with the Insurer shall not impact coverage provided to cooperating **Insureds**.

(G) With respect to a covered **Claim** for which the Insurer does not have the duty to defend, the Insurer shall advance **Defense Costs** in accordance with section XI (B) that the Insurer believes to be covered under this Policy until a different allocation is negotiated, mediated, arbitrated or judicially determined.

### VIII. MINIMUM STANDARDS

In the event that there is an inconsistency between:

(A) the terms and conditions that are required to meet minimum standards of a state's law (pursuant to a state amendatory endorsement attached to this Policy), and

(B) any other term or condition of this Policy,

it is understood and agreed that, where permitted by law, the Insurer shall apply those terms and conditions of (A) or (B) above that are more favorable to the **Insured**.

### IX. EXTENDED REPORTING PERIOD

Solely with respect to all **Liability Coverage Parts**:

(A) If any **Liability Coverage Part** is cancelled or non-renewed for any reason other than non-payment of premium, the **Insureds** shall have the right to elect an extension of time to report **Claims** under such **Liability Coverage Part** (the "Extended Reporting Period").

(B) To elect the Extended Reporting Period, the **Insureds** shall send a written notice of election of the Extended Reporting Period to the Insurer together with the premium therefor. The right to elect the Extended Reporting Period shall end unless the Insurer receives such notice and premium within sixty (60) days of cancellation or non-renewal. There shall be no right to elect the Extended Reporting Period after such time.

(C) The premium for the Extended Reporting Period shall be that percentage specified in ITEM 7 of the Declarations of the sum of the original annual premium plus the annualized amount of any additional premium charged by the Insurer during the **Policy Period**. Such premium shall be deemed fully earned at the inception of the Extended Reporting Period.

(D) The Extended Reporting Period shall be for the duration specified in ITEM 7 of the Declarations following the end of the **Policy Period**.

(E) Coverage during the Extended Reporting Period shall apply to **Claims** made during the Extended Reporting Period for **Wrongful Acts** occurring prior to the earlier of the end of the **Policy Period** or the time of any transaction described in Section XIV. CHANGES IN EXPOSURE, (C) Takeover of Named Entity. No coverage shall apply for any **Wrongful Act** occurring after such time.

(F) There is no separate or additional Limit of Liability for any Extended Reporting Period.

(G) If during the Extended Reporting Period the **Insureds** first become aware of a **Wrongful Act** that may reasonably be expected to give rise to a **Claim**, and if written notice of such **Wrongful Act** is given to the Insurer during the Extended Reporting Period, including the reasons for anticipating such a **Claim**, the nature and date of the **Wrongful Act**, the identity of the **Insureds** allegedly involved, the alleged injuries or damages sustained, the names of potential claimants, and the manner in which the **Insureds** first became aware of the **Wrongful Act**, then any **Claim** subsequently made which arises from such **Wrongful Act** shall be deemed to be a **Claim** first made during the Extended Reporting Period, and therefore subject to the terms and conditions of this Policy, including, without limitation, Section VII., of these Common Terms and Conditions and the reporting requirements set forth in the NOTICE OF CLAIM provisions of this Policy, on the date that the Insurer receives the above notice.

#### X. INTERRELATIONSHIP OF CLAIMS

Solely with respect to all **Liability Coverage Parts**:

All **Claims** based upon, arising from or in any way related to the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to be a single **Claim** for all purposes under this Policy first made on the earliest date that:

- (A) any of such **Claims** was first made, regardless of whether such date is before or during the **Policy Period**;
- (B) notice of any **Wrongful Act** described above was given to the Insurer under this Policy pursuant to the section titled NOTICE OF CLAIM found in the applicable **Liability Coverage Part**; or
- (C) notice of any **Wrongful Act** described above was given under any prior management liability insurance policy if such notice is accepted under such other policy.

#### XI. ALLOCATION

Solely with respect to all **Liability Coverage Parts**:

Where **Insureds** who are afforded coverage for a **Claim** incur an amount consisting of both **Loss** that is covered by this Policy and also loss that is not covered by this Policy because such **Claim** includes both covered and uncovered matters, then coverage shall apply as follows:

- (A) with respect to a covered **Claim** for which the Insurer has the duty to defend:
  - (1) 100% of the **Insured's Defense Costs** shall be allocated to covered **Loss**; and
  - (2) All other **Loss** shall be allocated between covered **Loss** and non-covered loss based upon the relative legal exposure of all parties to such matters.
- (B) with respect to a covered **Claim** for which the Insurer does not have the duty to defend, all **Loss** shall be allocated between covered **Loss** and non-covered loss based upon the relative legal exposure of all parties to such matters.

#### XII. OTHER INSURANCE

If **Loss** arising from any **Claim** is insured under any other valid and collectible policy or policies, then this Policy shall apply only in excess of the amount of any deductibles, retentions and limits of liability under such other policy or policies, whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy or policies to this Policy's Policy Number. Any payments made under any such policy(ies) will serve to offset any applicable retention amounts set forth in the Declarations.

#### XIII. CANCELLATION

- (A) The Insurer may cancel this Policy for non-payment of premium by sending not less than 10 days notice to the **Named Entity**. This Policy may not otherwise be cancelled by the Insurer.

- (B) Except as provided in Section XIV. CHANGES IN EXPOSURE, (C) Takeover of Named Entity, the **Insureds** may cancel this Policy by sending written notice of cancellation to the Insurer. Such notice shall be effective upon receipt by the Insurer unless a later cancellation time is specified therein.
- (C) If the Insurer cancels this Policy, unearned premium shall be calculated on a pro rata basis. If the **Insureds** cancel this Policy, unearned premium shall be calculated at the Insurer's customary short rates. Payment of any unearned premium shall not be a condition precedent to the effectiveness of a cancellation. The Insurer shall make payment of any unearned premium as soon as practicable.

#### XIV. CHANGES IN EXPOSURE

Solely with respect to all **Liability Coverage Parts**:

##### (A) Acquisitions or Created Subsidiaries

If, before or during the **Policy Period**, any **Insured Entity** acquires or creates a **Subsidiary**, then such acquired or created entity and its subsidiaries, and any natural persons that would qualify as **Insured Persons** thereof, shall be **Insureds** to the extent such entities and persons would otherwise qualify as **Insureds** under the **Liability Coverage Parts**, but only for **Wrongful Acts** occurring after the **Effective Time** of such acquisition or creation. No coverage shall be available for any **Wrongful Act** of such **Insureds** occurring before the **Effective Time** of such acquisition or creation, or for any **Interrelated Wrongful Acts** thereto.

However, if the fair value of the assets of any such acquired or created entity exceed 35% of the total assets of the **Named Entity** as reflected in its most recent consolidated financial statements prior to the **Effective Time** of such acquisition or creation, then the **Insureds** shall give the Insurer written notice and full, written details of the acquisition or creation as soon as practicable.

- (1) prior to the expiration or termination date of this Policy; or
- (2) within ninety (90) days of such acquisition or creation

whichever date is later.

There shall be no coverage under any renewal or replacement of this Policy for any newly merged entity or any of its subsidiaries, and any natural persons that would qualify as **Insured Persons** thereof, unless the **Insureds** comply with the terms of this provision.

##### (B) Mergers

If, before or during the **Policy Period**, any **Insured Entity** merges with another entity such that the **Insured Entity** is the surviving entity, then such merged entity and its subsidiaries, and any natural persons that would qualify as **Insured Persons** thereof, shall be **Insureds** to the extent such entities and persons would otherwise qualify as **Insureds** under the **Liability Coverage Parts**, but only for **Wrongful Acts** occurring after such merger. No coverage shall be available for any **Wrongful Act** of such **Insureds** occurring before the **Effective Time** of such merger or for any **Interrelated Wrongful Acts** thereto.

However, if the fair value of the assets of any newly merged entity exceed 35% of the total assets of the **Named Entity** as reflected in its most recent consolidated financial statements prior to such merger, then the **Insureds** shall give the Insurer written notice and full, written details of the merger as soon as practicable

- (1) prior to the expiration or termination date of this Policy; or
- (2) within ninety (90) days of such acquisition or creation

whichever date is later.

There shall be no coverage under any renewal or replacement of this Policy for any such new **Subsidiary** and its subsidiaries, and any natural persons that would qualify as **Insured Persons** thereof, unless the **Insureds** comply with the terms of this provision.

### (C) Takeover of Named Entity

If, before or during the **Policy Period**:

- (1) the **Named Entity** merges into or consolidates with another entity such that the **Named Entity** is not the surviving entity; or
- (2) more than 50% of the securities representing the right to vote for the **Named Entity's** board of directors or managers is acquired by another person or entity, group of persons or entities, or persons and entities acting in concert,

then coverage shall continue under the **Liability Coverage Parts**, but only for **Wrongful Acts** occurring before the **Effective Time** of any such transaction. No coverage shall be available for any **Wrongful Act** occurring after the **Effective Time** of such transaction. Upon such transaction, this Policy shall not be cancelled and the entire premium for this Policy shall be deemed fully earned. The Insured shall give the Insurer written notice and full, written details of such transaction as soon as practicable. If any transaction described herein occurs, then the Insurer will not be obligated to offer any renewal or replacement of this Policy.

### (D) Loss of Subsidiary Status

If, before or during the **Policy Period**, any entity ceases to be a **Subsidiary**, then coverage shall be available under the **Liability Coverage Parts** for such **Subsidiary** and its **Insured Persons**, but only for a **Wrongful Act** of such **Insureds** occurring before the **Effective Time** of such transaction. No coverage shall be available for any **Wrongful Act** of such **Insureds** occurring after the **Effective Time** such transaction.

## XV. SUBROGATION

- (A) The Insurer shall be subrogated to all of the **Insureds'** rights of recovery regarding any payment of **Loss** by the Insurer under this Policy. The **Insureds** shall execute all papers required and do everything necessary to secure and preserve such rights, including the execution of any documents necessary to enable the Insurer to effectively bring suit in the name of the **Insureds**. The **Insureds** shall do nothing to prejudice the Insurer's position or any potential or actual rights of recovery.
- (B) Solely with respect to all **Liability Coverage Parts**, the Insurer shall not exercise its rights of subrogation against an **Insured Person** under this Policy unless such **Insured Person** has:
  - (1) obtained any personal profit, remuneration or advantage to which such **Insured Person** was not legally entitled, or
  - (2) committed a criminal or deliberately fraudulent act or omission or any willful violation of law,if a judgment or other final adjudication establishes such personal profit, remuneration, advantage, act, omission, or violation.

## XVI. APPLICATION

- (A) The **Insureds** represent that the declarations and statements contained in the **Application** are true, accurate and complete. This Policy is issued in reliance upon the **Application**.
- (B) If the **Application** contains intentional misrepresentations or misrepresentations that materially affect the acceptance of the risk by the Insurer:
  - (1) For the purpose of determining coverage under all Coverage Parts other than the Directors, Officers and Entity Liability Coverage Part, no coverage shall be afforded under this Policy for any **Insureds** who knew on the Inception Date of this Policy of the facts that were so misrepresented, provided that:
    - (a) knowledge possessed by any **Insured Person** shall not be imputed to any other **Insured Person**; and
    - (b) knowledge possessed by any chief executive officer, general counsel, chief financial officer, human resources director or any position equivalent to the foregoing of the **Named Entity**, or anyone signing the

**Application**, shall be imputed to all **Insured Entities**. No other person's knowledge shall be imputed to an **Insured Entity**.

- (2) For the purpose of determining coverage under the Directors, Officers and Entity Liability Coverage Part, no coverage shall be afforded under this Policy for:
- (a) any **Insured Persons**, under Insuring Agreement (A), who knew as of the Inception Date of this Policy the facts that were so misrepresented in the **Application**, provided, however, that knowledge possessed by any **Insured Person** shall not be imputed to any other **Insured Person**.
  - (b) an **Insured Entity**, under Insuring Agreement (B), to the extent it indemnifies any **Insured Person** referenced in subparagraph (2)(a), above, and
  - (c) an **Insured Entity**, under Insuring Agreements (C) and (D), if any chief executive officer, chief financial officer or any position equivalent to the foregoing of the **Named Entity**, or anyone signing the **Application**, knew as of the Inception Date of this Policy the facts that were so misrepresented in the **Application**.

However, notwithstanding the foregoing, under no circumstances shall the Insurer be entitled to rescind this Policy.

## **XVII. ACTION AGAINST THE INSURER**

### **(A) Solely with respect to all Liability Coverage Parts:**

- (1) No action shall be taken against the Insurer unless there shall have been full compliance with all the terms and conditions of this Policy.
- (2) No person or organization shall have any right under this Policy to join the Insurer as a party to any **Claim** against the **Insureds** nor shall the Insurer be impleaded by the **Insureds** in any such **Claim**.

### **(B) Solely with respect to the Crime Coverage Part:**

- (1) No legal action shall be taken against the Insurer involving loss unless the **Insured** has complied with all the terms of this Policy; and
- (2) No legal action shall be taken against the Insurer involving loss until ninety (90) days after the **Insured** has filed proof of loss with us; and
- (3) No legal action shall be taken against the Insurer involving loss unless such action is brought within two (2) years from the date that the **Insured** discovers such loss.

### **(C) Solely with respect to the Kidnap And Ransom/Extortion Coverage Part:**

No suit, action or proceeding for recovery of any claim under this Policy shall be sustainable in any court of law, equity or other tribunal unless all the requirements of this Policy shall have been complied with and the same be commenced within twenty-four (24) months after a claim for actual loss or expenses has been reported to the Insurer by the **Insured**.

## **XVIII. ASSIGNMENT**

Assignment of interest under this Policy shall not bind the Insurer without its consent as specified in a written endorsement issued by the Insurer to form a part of this Policy.

## **XIX. BANKRUPTCY OR INSOLVENCY**

Bankruptcy or insolvency of any **Insureds** shall not relieve the Insurer of any of its obligations under this Policy.

## **XX. AUTHORIZATION OF NAMED ENTITY**

The **Named Entity** shall act on behalf of all **Insureds** with respect to all matters under this Policy, including, without limitation, giving and receiving of notices regarding **Claims**, cancellation, election of the Extended Reporting Period, payment of premiums, receipt of any return premiums, and acceptance of any endorsements to this Policy.

#### **XXI. CHANGES**

This Policy shall not be changed or modified except in a written endorsement issued by the Insurer to form a part of this Policy.

#### **XXII. ENTIRE AGREEMENT**

This Policy, including the Declarations, Common Terms and Conditions, included Coverage Part(s), **Application** and any written endorsements attached hereto, constitute the entire agreement between the **Insureds** and the Insurer relating to this insurance.

#### **XXIII. NOTICE ADDRESSES**

- (A) All notices to the **Insureds** shall be sent to the **Named Entity** at the address specified in ITEM 1 of the Declarations.
- (B) All notices to the Insurer shall be sent to the address specified in ITEM 9 of the Declarations. Any such notice shall be effective upon receipt by the Insurer at such address.

#### **XXIV. HEADINGS**

The headings of the various sections of this Policy are intended for reference only and shall not be part of the terms and conditions of coverage.

#### **XXV. REFERENCES TO LAWS**

- (A) Wherever this Policy mentions any law, including, without limitation, any statute, Act or Code of the U.S., such mention shall be deemed to include all amendments of, and all rules or regulations promulgated under, such law.
- (B) Wherever this Policy mentions any law or laws, including, without limitation, any statute, Act or Code of the U.S., and such mention is followed by the phrase "or any similar law", such phrase shall be deemed to include all similar laws of all jurisdictions throughout the world, including, without limitation, statutes and any rules or regulations promulgated under such statutes as well as common law.

#### **XXVI. COVERAGE TERRITORY**

Coverage under this Policy applies worldwide.



IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

**TWIN CITY FIRE INSURANCE COMPANY**  
HOME OFFICE - INDIANAPOLIS, INDIANA  
ADMINISTRATIVE OFFICES - HARTFORD, CONNECTICUT  
(A STOCK INSURANCE COMPANY MEMBER OF THE HARTFORD)

Lisa Levin, Secretary

Douglas Elliot, President

# PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY

## NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART

### I. INSURING AGREEMENTS

#### (A) Insured Person Liability

The Insurer shall pay **Loss** on behalf of the **Insured Persons** resulting from an **Insured Person Claim** first made against the **Insured Persons** during the **Policy Period** or Extended Reporting Period, if applicable, for a **Wrongful Act** by the **Insured Persons**, except for **Loss** that an **Insured Entity** pays to or on behalf of the **Insured Persons** as indemnification.

#### (B) Corporate Reimbursement

The Insurer shall pay **Loss** on behalf of an **Insured Entity** that such **Insured Entity** has, to the extent permitted or required by law, indemnified the **Insured Persons** resulting from an **Insured Person Claim** first made against the **Insured Persons** during the **Policy Period** or Extended Reporting Period, if applicable, for a **Wrongful Act** by the **Insured Persons**.

#### (C) Entity Liability (Elective)

If Entity Liability Coverage is included in ITEM 5 of the Declarations, the Insurer shall pay **Loss** on behalf of an **Insured Entity** resulting from an **Entity Claim** first made against such **Insured Entity** during the **Policy Period** or Extended Reporting Period, if applicable, for a **Wrongful Act** by an **Insured Entity**.

This Insuring Agreement shall be subject to the Entity Liability Coverage Retention and Prior or Pending Date in ITEM 5 of the Declarations.

### II. DEFINITIONS

The following terms, whether used in the singular or plural, shall have the meanings specified below:

- **"Claim"** means any:
  - (1) **Insured Person Claim**;
  - (2) **Entity Claim**;
  - (3) **Derivative Demand**.
- **"Damages"** means the amounts, other than **Defense Costs**, that the **Insureds** are legally liable to pay solely as a result of a **Claim** covered by this **Liability Coverage Part**, including:
  - (1) compensatory damages;
  - (2) settlement amounts;
  - (3) pre- and post-judgment interest;
  - (4) costs awarded pursuant to judgments;
  - (5) regarding Insuring Agreement (D), **Investigation Costs**;
  - (6) punitive and exemplary damages;
  - (7) the multiple portion of any multiplied damage award; or

- (8) where permissible by law, and notwithstanding sub-paragraph (a) below, civil penalties assessed against any **Insured Person** pursuant to Section 2(g)(2)(B) of the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-2(g)(2)(B)).
- (9) where permissible by law, and notwithstanding sub-paragraph (a) below, the 10% excise tax imposed upon an **Insured Person** pursuant to 26 U.S.C. 4958(a)(2) as the result of such **Insured Person's** alleged participation in an excess benefit transaction.
- (10) where permissible by law, and notwithstanding sub-paragraph (a) below, civil penalties assessed under:
- i. IRS code section 6652(C)(1)(a) for a failure to file tax returns; provided, however, that coverage for such civil penalties referred to in this sub-paragraph is conditioned upon such penalty being the direct result of a self-reported violation;
  - ii. Public Law 108-187 (the CAN-Spam Act of 2003);
  - iii. the 1976 Lobby law or the Lobbying disclosure Act of 1995;
- provided however that the coverage set forth in subsection (10) is subject to an aggregate sub limit of \$25,000 and said sub limit shall be a part of and not an addition to the Aggregate Limit of Liability for this coverage part.

However, **Damages** shall not include:

- (a) taxes, fines or penalties imposed by law, including, without limitation, **Data Privacy Regulatory Expenses**;
  - (b) non-monetary relief;
  - (c) any matters uninsurable pursuant to any applicable law; provided, however, that with respect to punitive and exemplary damages, or the multiple portion of any multiplied damage award, the insurability of such damages shall be governed by the internal laws of any applicable jurisdiction that most favors coverage of such damages;
  - (d) **Notification and Credit Monitoring Expenses**; and
  - (e) costs incurred in testing for, abating, monitoring, cleaning-up, removing, containing, treating, detoxing or neutralizing **Pollutants**, nuclear material or nuclear waste.
  - (f) the return of funds, including those that the **Insured** received under any type of grant, program, contract or similar agreement or arrangement;
  - (g) any actual or alleged excess compensation which was paid to or received by any **Insured Person**.
- **“Data Privacy Event”** means any **Insured Entity's** negligent and improper dissemination of **Nonpublic Personal Information**.
  - **“Data Privacy Laws”** means any U.S. federal, state, territorial and local statutes and regulations governing the confidentiality, control and use of **Nonpublic Personal Information** including but not limited to:
    - (1) Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) (“HIPAA”);
    - (2) Gramm-Leach-Bliley of 1999 (“G-L-B”), also known as the Financial Services Modernization Act of 1999;
    - (3) State privacy protection laws, including but not limited to the California Database Protection Act of 2003 (Cal. SB 1386) and Cal. Civ. Code §1798.82, that require commercial internet sites or on-line services that collect personal information or medical information (as defined by such laws or acts) to post privacy policies and adopt specific privacy controls or to notify those impacted by identity or data thief, abuse or misuse;
    - (4) Federal and state consumer credit reporting laws, including but not limited to the Federal Fair Credit Reporting Act (FCRA) and the California Consumer Credit Reporting Agencies Act (CCCRAA); or

(5) The Fair and Accurate Credit Transaction Act of 2003 (FACTA).

However, **Data Privacy Laws** shall not include any foreign law, regulation or statute.

- “**Data Privacy Regulatory Expenses**” means fines or penalties incurred by an **Insured Entity** and assessed pursuant to a **Data Privacy Laws** in a **Data Privacy Regulatory Proceeding**.
- “**Data Privacy Regulatory Proceeding**” means a civil, formal administrative or formal regulatory proceeding against an **Insured** by a U.S. federal, state or local governmental authority alleging violation of any **Data Privacy Laws**.
- “**Derivative Action**” means any civil proceeding against a **Manager** for a **Wrongful Act** of such **Manager** made on behalf of, or in the name or the right of, an **Insured Entity** by any security holders of such **Insured Entity**, in their capacity as such, if such proceeding is made without the assistance, participation or solicitation of any **Manager**.
- “**Derivative Demand**” means any written demand by any security holders of an **Insured Entity**, in their capacity as such, upon the board of directors or managers of such **Insured Entity** to bring a civil proceeding against a **Manager** for a **Wrongful Act** of such **Manager** if such demand is made without the assistance, participation or solicitation of any **Manager**. A **Derivative Demand** shall be deemed commenced by the receipt of such demand.
- “**Entity Claim**” means any:
  - (1) written demand for monetary damages or other civil non-monetary relief commenced by the receipt of such demand;
  - (2) civil proceeding, including an arbitration or other alternative dispute proceeding, commenced by the service of a complaint, filing of a demand for arbitration, or similar pleading; or
  - (3) criminal proceeding commenced by the return of an indictment, or formal administrative or regulatory proceeding commenced by the filing of a notice of charges, or similar document;

against an **Insured Entity**.

**Entity Claim** also means a written request to an **Insured Entity** to toll or waive a statute of limitations regarding a potential **Entity Claim** as described above. Such **Claim** shall be commenced by the receipt of such request.

After, and only to the extent that, an investigation qualifies as an **Insured Person Claim** in accordance with subparagraph (4) of the definition of the **Insured Person Claim** herein, **Entity Claim** also means any civil administrative or regulatory investigation of the **Insured Entity** upon such **Insured Entity’s** receipt of a formal order of investigation. **Entity Claim** shall not include any other investigation.

- “**Insured Person**” means any:
  - (1) **Manager**; or
  - (2) **Employee**.
- “**Insured Person Claim**” means any:
  - (1) written demand for monetary damages or other civil non-monetary relief commenced by the receipt of such demand against an **Insured Person**;
  - (2) civil proceeding, including an arbitration or other alternative dispute proceeding, commenced by the service of a complaint, filing of a demand for arbitration, or similar pleading against an **Insured Person**;
  - (3) criminal proceeding commenced by the return of an indictment, or formal administrative or regulatory proceeding commenced by the filing of a notice of charges, or similar document against an **Insured Person**; or
  - (4) formal civil, criminal, administrative or regulatory investigation of an **Insured Person** in which such **Insured Person** is being investigated pursuant to a Wells Notice, target letter (within the meaning of Title 9, §11.151 of

the U.S. Attorney's Manual), subpoena or similar document, as someone against whom a proceeding as set forth above may be brought.

**Insured Person Claim** also means a written request to an **Insured Person** to toll or waive a statute of limitations regarding a potential **Insured Person Claim** as described above. Such **Claim** shall be commenced by the receipt of such request.

Solely with regard to coverage provided under Insuring Agreement A, **Insured Person Claim** also means the service of a subpoena or other similar written request upon an **Insured Person** requiring the **Insured Person** to provide testimony or documents in connection with a covered **Claim**. However, in such situation the Insurer shall pay the **Defense Costs** which are incurred solely by the **Insured Person** who receives such subpoena or written request.

- **“Insured(s)”** means any:
  - (1) **Insured Entity**; or
  - (2) **Insured Person**.
- **“Investigation Costs”** means reasonable and necessary expenses incurred in the investigation and evaluation of a **Derivative Demand** by an **Insured Entity**, including its board of directors, board of managers, or any committee thereof, provided that **Investigation Costs** shall not include salaries, wages, remuneration, overhead or benefit expenses associated with any **Insureds**.
- **“Legal Services Wrongful Act”** means professional legal services and notarizing services rendered to an **Insured Entity** by an **Insured Person** solely while acting in their capacity as an **Insured Person**.
- **“Nonpublic Personal Information”** means a natural person's first name and last name in combination with any one or more of the following:
  - (1) social security number;
  - (2) medical or healthcare information or data;
  - (3) drivers license number or state identification number; or
  - (4) financial account information that would permit access to that individual's financial account.
- **“Notice Manager”** means the natural persons in the offices of the chief executive officer, chief financial officer, or any equivalent position to the foregoing, of the **Named Entity**.
- **“Notification and Credit Monitoring Expenses”** means the amount of reasonable and necessary expenses incurred by the **Insured Entity**:
  - (1) to notify its customers or clients of a **Data Privacy Event** to comply with **Notification Laws**;
  - (2) for credit monitoring services offered by the **Insured Entity** to individuals after a **Data Privacy Event** to comply with **Notification Laws**; or
  - (3) to provide courtesy notifications to individuals when such notifications are not mandated by **Notification Laws** but are reasonably necessary to preserve the reputation and good name of the **Insured Entity**.
- **“Notification Laws”** means any U.S. statute or regulation that, at the time of a **Data Privacy Event**, requires an **Insured Entity** storing **Nonpublic Personal Information** on a computer system to provide notice to specified individuals of any actual or potential **Data Privacy Event**. However, **Notification Laws** shall not include any foreign law, regulation or statute.
- **“Outside Capacity”** means service by an **Insured Person** as a director, officer, trustee, regent, governor or equivalent executive of an **Outside Entity** with the knowledge and consent of or at the request of an **Insured Entity**.
- **“Outside Entity”** means any:

(1) not-for-profit corporation, community chest, fund or foundation that is exempt from federal income tax as an organization described in Section 501(c)(3), 501(c)(4), 501(c)(7), & 501(c)(10) of the Internal Revenue Code of 1986,

(2) entity organized for a religious or charitable purpose under any not-for-profit statute, or

(3) entity listed as an **Outside Entity** in a written endorsement issued by the Insurer to form a part of this Policy, that is not an **Insured Entity**.

- **“Personal Injury”** means any actual or alleged false arrest, wrongful detention or imprisonment, malicious prosecution, wrongful entry or wrongful eviction.
- **“Publishers and Advertisers Injury”** means any actual or alleged libel, slander, defamation, plagiarism, misappropriation of ideas, infringement of copyright or trademark and unauthorized use of title.
- **“Whistleblowing”** means an **Insured Person’s** lawful act of providing information, causing information to be provided, or otherwise assisting in an investigation regarding any conduct which the **Insured Person** reasonable believes constitutes a violation of any federal, state or foreign law.
- **“Wrongful Act”** means any actual or alleged:
  - (1) error, misstatement, misleading statement, act, omission, neglect, or breach of duty, committed by an **Insured Person** in their capacity as such or in their **Outside Capacity**, or, with regard to Insuring Agreement (C) an **Insured Entity**; or
  - (2) matter claimed against an **Insured Person**, solely by reason of their serving in such capacity, including service in an **Outside Capacity**.
  - (3) **Publishers and Advertisers Injury** committed by an **Insured Person** in their capacity as such or in their **Outside Capacity**, or, with regard to Insuring Agreement (C) an **Insured Entity**
  - (4) **Personal Injury** committed by an **Insured Person** in their capacity as such or in their **Outside Capacity**, or, with regard to Insuring Agreement (C) an **Insured Entity**
- **Wrongful Act** also includes a **Legal Services Wrongful Act**, which is only covered if elected on the Declarations.

### III. COVERAGE EXTENSIONS

#### (A) OUTSIDE DIRECTORSHIP LIABILITY

Subject to the terms and conditions of this Policy and **Liability Coverage Part**, coverage is afforded for **Loss** resulting from any **Insured Person Claim** against an **Insured Person** for a **Wrongful Act** in an **Outside Capacity**. Such coverage shall be specifically excess of any indemnity and insurance available from or provided by the **Outside Entity**. Payment by the Insurer or any **Affiliate** under any other insurance policy as a result of such **Claim** shall reduce, by the amount of such payment, the Insurer’s Limit of Liability available under this Policy for such **Claim**.

#### (B) DATA PRIVACY EVENT EXPENSE COVERAGES

If an **Insured Person** first discovers a **Data Privacy Event** during the **Policy Period** and, as conditions precedent, (i) the **Insured Entity** notifies the Insurer in writing of such **Data Privacy Event** within 30 days of such discovery and (ii) at all times endeavors to use its best efforts to mitigate the effect and, if still occurring, duration of such **Data Privacy Event**, then, subject to the Insurer’s prior written consent, such consent not to be unreasonably withheld, the Insurer shall reimburse the **Insured Entity** for **Data Privacy Regulatory Expenses** and **Notification and Credit Monitoring Expenses** resulting from such **Data Privacy Event**, subject to the following additional terms and conditions:

(1) All **Data Privacy Events** that have as a common nexus any fact, circumstance, situation, event, transaction, goal, motive, methodology, or cause or series of causally connected facts, circumstances, situations, events, transactions, goals, motives, methodologies or causes are deemed one **Data Privacy Event** first occurring on the date of the first such dissemination of **Nonpublic Personal Information**.

- (2) All exclusions applicable to **Loss** under this **Liability Coverage Part**, other than exclusion V.(A)(6), also apply to any **Data Privacy Regulatory Expenses** and **Notification and Credit Monitoring Expenses**.
- (3) Coverage provided by this extension shall be subject to a Sub-limit of \$50,000. Such Sub-limit shall be the maximum aggregate amount that the Insurer shall pay under this **Liability Coverage Part** for all **Data Privacy Regulatory Expenses** and **Notification and Credit Monitoring Expenses** from all **Data Privacy Events**. Such Sub-limit shall be part of, and not in addition to, the Aggregate Limit of Liability applicable to this **Liability Coverage Part**.
  - (a) Coverage provided by this extension shall not be available for any **Data Privacy Event** that an **Insured** discovers during any Extended Reporting Period.

#### IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS

The Insurer shall not pay **Loss**:

- (A) for bodily injury, sickness, disease, emotional distress, mental anguish, or death of any person, or damage to or destruction of any tangible property, including loss of use or diminution of value thereof;
- (B) in connection with any **Claim** based upon, arising from, or in any way related to any prior or pending written demand, suit or proceeding against any **Insureds** as of the applicable Prior or Pending Date in ITEM 5 of the Declarations or the same or any substantially similar fact, circumstance or situation underlying or alleged in such demand, suit or proceeding;
- (C) in connection with any **Claim** based upon, arising from, or in any way related to any fact, circumstance, situation or **Wrongful Act** that, before the Inception Date in ITEM 3 of the Declarations, was the subject of any notice given under any other directors and officers, management liability, or similar insurance policy of which this coverage part is a direct or indirect renewal or replacement if such notice is accepted under such other policy;
- (D) in connection with any **Claim** based upon, arising from, or in any way related to any:
  - (1) actual or alleged discharge, dispersal, release, or escape of **Pollutants**, or any threat of such discharge, dispersal, release or escape; or
  - (2) direction, request or voluntary decision to test for, abate, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;
- (E) in connection with any **Claim** based upon, arising from, or in any way related to any:
  - (1) claims for unpaid wages (including overtime pay), workers' compensation benefits, unemployment compensation, disability benefits or social security benefits;
  - (2) actual or alleged violation of the Equal Pay Act, Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, or any similar law; or
  - (3) any **Wage and Hour Violation**;
- (F) for any actual or alleged violation of **ERISA** or any similar law;
- (G) in connection with any **Claim** brought or maintained by, on behalf of, or for the benefit of an **Insured Entity**;
- (H) of an **Insured Person** based upon, arising from, or in any way related to such **Insured Person's** service, at any time, as a director, officer, trustee, regent, governor or equivalent executive or as an employee of any entity other than an **Insured Entity** even if such service is at the direction or request of such **Insured Entity**, provided that this exclusion shall not apply to coverage afforded under Section III. of this **Liability Coverage Part** for a **Claim** for a **Wrongful Act** by an **Insured Person** while serving in an **Outside Capacity**;

- (I) in connection with any **Claim** by or on behalf of any **Outside Entity** upon which an **Insured Person** is serving or has served in an **Outside Capacity**, or any past or present director, officer, trustee, regent, governor or equivalent executive of such **Outside Entity**,
- (J) in connection with any **Claim** based upon, arising from, or in any way related to any public listing or offering of securities of an **Insured Entity** or the purchase or sale of such securities subsequent to such listing or offering, or the violation of any securities laws or regulations anywhere in the world;
- (K) of an **Insured**, based upon, arising from, or in any way related to the gaining of any personal financial profit, remuneration or advantage to which such **Insured** is not legally entitled if a judgment or other non-appealable final adjudication in the underlying action establishes that such a gain did occur; or
- (L) of an **Insured**, based upon, arising from, or in any way related to any criminal or deliberately fraudulent act or omission or any willful violation of law by such **Insured** if a judgment or other non-appealable final adjudication in the underlying action establishes such an act, omission or violation; provided, however, that this exclusion shall only apply to **Insured Entities** under Insuring Agreement (C), if elected, if a past or present chief executive officer, chief financial officer, general counsel or any position equivalent to the foregoing of the **Named Entity** committed such an act, omission or willful violation.

Regarding exclusions (K) and (L) above: The **Wrongful Act** of an **Insured** shall not be imputed to any other **Insured**.

- (M) The **Insurer** shall not pay **Loss** under Insuring Agreement (C) in connection with any **Claim** based upon, arising from, or in any way related to any actual or alleged:
  - (1) malfunction of any product, or failure of any product to perform in any manner as a result of any deficiency, inadequacy, unfitness, defect or dangerous condition in any product or in its design or manufacture; or
  - (2) rendering of, or failure to render, any professional services for or on behalf of others, including, without limitation, services performed by or on behalf of the **Insureds** for or on behalf of a customer or client;

#### V. EXCLUSIONS APPLICABLE TO INSURING AGREEMENT (C)

- (A) The **Insurer** shall not pay **Loss** under Insuring Agreement (C) in connection with any **Claim** based upon, arising from, or in any way related to any actual or alleged:
  - (1) liability under any contract or agreement, provided that this exclusion shall not apply to the extent that liability would have been incurred in the absence of such contract or agreement. This exclusion does not apply to **Defense Costs**;
  - (2) employment-related **Wrongful Act**;
  - (3) discrimination or sexual harassment;
- (B) The **Insurer** shall not pay **Loss** under Insuring Agreement C for any **Claim** based upon, arising from, or in any way related to the actual or alleged payment by an **Insured Entity** of inadequate consideration in connection with an **Insured Entity's** purchase of securities issued by any **Insured Entity**; provided, however, that this exclusion shall not apply to the portion of **Loss** representing **Defense Costs** incurred to defend such allegations.

#### VI. ADDITIONAL LIMIT OF LIABILITY FOR CLAIMS AGAINST MANAGERS

Subject to the terms and conditions of this Policy and **Liability Coverage Part**, an additional Limit of Liability of \$1,000,000 shall be available for **Loss** resulting from **Insured Person Claims** against **Managers**, provided that:

- (A) such **Claims** are covered under Insuring Agreement A; and
- (B) such additional Limit of Liability shall be excess of all other insurance available to pay **Loss** for such **Claims**, including, without limitation, this Policy, any insurance written specifically as excess over this Policy, and any insurance intended to provide coverage for non-indemnified **Insured Person Claims**, which such insurance must be exhausted prior to this additional Limit of Liability becoming available to pay **Loss**.

The additional Limit of Liability described above shall be the maximum aggregate amount that the Insurer shall pay for all **Loss** from all **Claims** covered under this provision.

## VII. DERIVATIVE DEMAND COVERAGE

The Insurer shall pay **Investigation Costs** on behalf of an **Insured Entity** that such **Insured Entity** incurs resulting from a **Derivative Demand** first made during the **Policy Period** or Extended Reporting Period, if applicable.

This coverage shall be subject to a Sub-limit of Liability of \$500,000. Such Sub-limit of Liability shall be the maximum aggregate amount that the Insurer shall pay for all **Loss** from all **Claims** covered hereunder. Such Sub-limit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**. No Retention shall apply to this coverage.

## VIII. ORDER OF LOSS PAYMENTS

(A) If **Loss** is incurred that is acknowledged by the Insurer to be covered under this **Liability Coverage Part**, except that such **Loss** exceeds the remaining available Limit of Liability for this **Liability Coverage Part**, the Insurer shall first pay **Loss** covered under Insuring Agreement A prior to paying **Loss** under any other Insuring Agreements.

(B) If **Loss** is incurred that is acknowledged by the Insurer to be covered under any Insuring Agreement other than Insuring Agreement A, the **Named Entity** shall have the right to direct the Insurer to delay payment of such **Loss** until such time as the **Named Entity** specifies. Any such direction by the **Named Entity** to delay or make payment of **Loss** shall be by written notice to the Insurer. Any such delayed payment of **Loss** shall be available to the Insurer to pay **Loss** covered under Insuring Agreement A. Any payment of **Loss** under Insuring Agreement A out of funds withheld by the Insurer pursuant to this provision shall terminate the Insurer's liability to make a delayed payment of **Loss** under any Insuring Agreement other than A by the amount of the payment under Insuring Agreement A. No interest shall be due regarding any delayed payment of **Loss**. Nothing in this provision shall increase the Insurer's Limit of Liability applicable to this **Liability Coverage Part**.

## IX. RETENTION WAIVER

No Retention shall apply to **Defense Costs** incurred in connection with a **Claim**, and the Insurer shall reimburse the **Insureds** for any covered **Defense Costs** paid by the **Insureds** within the Retention otherwise applicable to such **Claim**, if a:

- (A) final adjudication with prejudice pursuant to a trial, motion to dismiss or motion for summary judgment; or
- (B) complete and final settlement with prejudice;

establishes that none of the **Insureds** in such **Claim** are liable for any **Loss**.

## X. NOTICE OF CLAIM

(A) As a condition precedent to coverage under this **Liability Coverage Part**, the **Insureds** shall give the Insurer written notice of any **Claim** as soon as practicable after a **Notice Manager** becomes aware of such **Claim**, but in no event later than:

- (1) if this Policy expires or is otherwise terminated without being renewed with the Insurer, ninety (90) days after the effective date of said expiration or termination; or
- (2) the expiration of the Extended Reporting Period, if applicable;

provided, however, that if the Policy is cancelled for non payment of premium, the **Insured** will give the Insurer written notice of such **Claim** prior to the effective date of cancellation.

(B) If during the **Policy Period** the **Insureds** become aware of a **Wrongful Act** that may reasonably be expected to give rise to a **Claim**, and if written notice of such **Wrongful Act** is given to the Insurer during the **Policy Period**, including

the reasons for anticipating such a **Claim**, the nature and date of the **Wrongful Act**, the identity of the **Insureds** allegedly involved, the alleged injuries or damages sustained, the names of potential claimants, and the manner in which the **Insureds** first became aware of the **Wrongful Act**, then any **Claim** subsequently made which arises from such **Wrongful Act** shall be deemed to be a **Claim** first made during the **Policy Period**, and therefore subject to the terms and conditions of this Policy, including, without limitation, Section VII. of the Common Terms and Conditions and the reporting requirements set forth in Section X.(A) above, on the date that the Insurer receives the above notice.

- (C) If, during the **Policy Period**, the **Insureds** first become aware of a **Wrongful Act** by an **Insured** in connection with a qui tam complaint filed under seal pursuant to Section 3730 of The False Claims Act (31 U.S.C. § 3730) that was first made public during the **Policy Period**, and previously unbeknownst to any **Insured** other than the **Whistleblower** who filed such complaint, then any **Claim** subsequently made that arises therefrom shall be deemed to be a **Claim** first made during this **Policy Period** and therefore subject to the terms and conditions of this Policy, including, without limitation, Section VII. of the Common Terms and Conditions and the reporting requirements set forth in Section X.(A) above; provided, however, that such complaint was not the subject of any notice given under any other insurance policy for which this Policy is a renewal or replacement.

# PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY

## EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

### I. INSURING AGREEMENTS

#### (A) Employment Practices Liability

The Insurer shall pay **Loss** on behalf of the **Insureds** resulting from an **Employment Practices Claim** first made against the **Insureds** during the **Policy Period** or Extended Reporting Period, if applicable, for an **Employment Practices Wrongful Act** by the **Insureds**.

#### (B) Third Party Liability (Elective)

If Third Party Liability Coverage is included in ITEM 5 of the Declarations, the Insurer shall pay **Loss** on behalf of the **Insureds** resulting from a **Third Party Claim** first made against the **Insureds** during the **Policy Period** or the Extended Reporting Period, if applicable, for a **Third Party Wrongful Act** by the **Insureds**.

This Insuring Agreement shall be subject to the Third Party Liability Coverage Sub-limit of Liability, Retention, and Prior or Pending Date in ITEM 5 of the Declarations. Such Sub-limit of Liability shall be the maximum aggregate amount that the Insurer shall pay under this Insuring Agreement for all **Loss** from all **Claims** covered under this Insuring Agreement. Such Sub-limit of Liability shall be subject to, part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**.

### II. DEFINITIONS

The following terms, whether used in the singular or plural, shall have the meanings specified below:

- “**Benefits**” means perquisites, fringe benefits, deferred compensation, severance pay and any other form of compensation (other than salaries, wages, or bonuses as a component of a front or back pay award).
- “**Claim**” means any:
  - (1) **Employment Practices Claim**; or
  - (2) **Third Party Claim**.
- “**Damages**” means the amounts, other than **Defense Costs**, that the **Insureds** are legally liable to pay solely as a result of a **Claim** covered by this **Liability Coverage Part**, including:
  - (1) compensatory damages, including front pay and back pay award;
  - (2) settlement amounts;
  - (3) pre- and post-judgment interest;
  - (4) costs awarded pursuant to judgments, including any **Training Costs** provided, however, that coverage for **Training Costs** is conditioned upon such **Loss** being subject to the Training Costs Sub-limit specified in ITEM 5 of the Declarations, said Training Costs Sub-Limit being part of, and not in addition to, the Aggregate Limit of Liability for this **Liability Coverage Part**;
  - (5) punitive and exemplary damages;
  - (6) the multiple portion of any multiplied damage award; or
  - (7) liquidated damages under the Age Discrimination in Employment Act, the Family and Medical Leave Act and the Equal Pay Act.

However, **Damages** shall not include:

- (a) taxes, fines or penalties imposed by law;
  - (b) non-monetary relief;
  - (c) **Benefits**;
  - (d) future compensation for any person hired, promoted, or reinstated pursuant to a judgment, settlement, order or other resolution of a **Claim**;
  - (e) **Stock Benefits**;
  - (f) costs associated with providing any accommodations required by the Americans with Disabilities Act or any similar law; (other than **Training Costs**); or
  - (g) any other matters uninsurable pursuant to any applicable law; provided, however, that with respect to punitive and exemplary damages, or the multiple portion of any multiplied damage award, the insurability of such damages shall be governed by the internal laws of any applicable jurisdiction that most favors coverage of such damages.
- **“Employee Data Privacy Wrongful Act”** means:
    - (1) the failure to prevent any unauthorized access to or use of data containing **Private Employment Information** of any **Employee** or applicant for employment with the **Insured Entity** including any such failure that directly results in a violation with respect to the privacy of such **Employee’s** or applicant’s medical information under the Health Insurance Portability and Accountability Act or credit information under the Fair Credit Reporting Act; or
    - (2) the failure to notify any **Employee** or applicant for employment with the **Insured Entity** of any actual or potential unauthorized access to or use of **Private Employment Information** of any **Employee** or applicant for employment with the **Insured Entity**, if such notice was required by state or federal regulation or statute.
  - **“Employment Practices Claim”** means any of the following if made by or on behalf of an **Employee**, an applicant for employment with an **Insured Entity**, or an **Independent Contractor**:
    - (1) a written demand for monetary damages or other civil non-monetary relief commenced by the receipt of such demand, including, without limitation, a written demand for employment reinstatement;
    - (2) a civil proceeding, including an arbitration or other alternative dispute resolution proceeding, commenced by the service of a complaint, filing of a demand for arbitration, or similar pleading;
    - (3) a formal administrative or regulatory proceeding, including, without limitation, a proceeding before the Equal Employment Opportunity Commission or similar governmental agency, commenced by the **Insured’s** receipt of a notice of charges, formal investigative order or similar document, or by the **Insured’s** having evidence of a filing related thereto; or
    - (4) a criminal proceeding commenced by the return of an indictment or similar document.

**Employment Practices Claim** also means:

- (a) the receipt of a notice of violation, order to show cause, or a written demand for monetary or injunctive relief that is the result of an audit conducted by the U.S. Office of Federal Contract Compliance Programs.
- (b) a written request to the **Insureds** to toll or waive a statute of limitations regarding a potential **Employment Practices Claim** as described above. Such **Claim** shall be commenced by the receipt of such request.

However, **Employment Practices Claim** shall not include any labor or grievance proceeding or arbitration that is subject to a collective bargaining agreement.

- **“Employment Practices Wrongful Act”** means any:

- (1) wrongful dismissal, discharge, or termination of employment (including constructive dismissal, discharge, or termination), wrongful failure or refusal to employ or promote, wrongful discipline or demotion, failure to grant tenure, negligent employment evaluation, or wrongful deprivation of career opportunity;
- (2) sexual or other workplace harassment, including bullying in the workplace, quid pro quo and hostile work environment;
- (3) employment discrimination, including discrimination based upon age, gender, race, color, national origin, religion, creed, marital status, sexual orientation or preference, gender identity or expression, genetic makeup, or refusal to submit to genetic makeup testing, pregnancy, disability, HIV or other health status, Vietnam Era Veteran or other military status, or other protected status established under federal, state, or local law, including any such discrimination as a result of disparate treatment;
- (4) **Retaliation**;
- (5) breach of any oral, written, or implied employment contract, including, without limitation, any obligation arising from a personnel manual, employee handbook, or policy statement;
- (6) employment-related defamation (including libel and slander) or misrepresentation;
- (7) employment-related violation of the Age Discrimination in Employment Act, the Family and Medical Leave Act and the Equal Pay Act; or
- (8) violation of the Uniformed Services Employment and Reemployment Rights Act.

**Employment Practices Wrongful Act** also means the following, but only when alleged in addition to or as part of any **Employment Practices Wrongful Act** described above:

- (a) an employment-related wrongful infliction of mental anguish or emotional distress;
- (b) the failure to create, provide for or enforce adequate or consistent employment-related policies and procedures;
- (c) the negligent retention, supervision, hiring or training of **Employees** or **Independent Contractors**;
- (d) employment-related: false arrest or imprisonment;
- (e) an employment-related invasion of privacy, including, without limitation, an **Employee Data Privacy Wrongful Act**; or
- (f) the breach of an **Independent Contractor Agreement**.

- “**Independent Contractor**” means any natural person working in the capacity of an independent contractor pursuant to an **Independent Contractor Agreement**.
- “**Independent Contractor Agreement**” means any express contract or agreement between an **Independent Contractor** and an **Insured Entity** specifying the terms of the **Insured Entity’s** engagement of such **Independent Contractor**.
- “**Insured Person**” means any:
  - (1) **Employee**;
  - (2) **Manager**; or
  - (3) **Independent Contractor** but only:
    - (a) while she/he is acting on behalf of an **Insured Entity**; and
    - (b) if and to extent that the **Insured Entity** agrees to indemnify him/her in the same manner as the **Insured Entity’s Employees** for liability for **Loss**.

- “**Insureds**” means any **Insured Entity** or **Insured Person**.
- “**Notice Manager**” means the natural persons in the offices of the chief executive officer, chief financial officer, human resources manager or any equivalent position to the foregoing, of an **Insured Entity**.
- “**Private Employment Information**” means any information regarding an **Employee** or applicant for employment with the **Insured Entity**, which is collected or stored by an **Insured** for the purposes of establishing, maintaining or terminating an employment relationship.
- “**Retaliation**” means adverse treatment of an **Employee** or **Independent Contractor** based upon such person:
  - (1) exercising any rights under law, including, without limitation, rights under any workers compensation laws, the Family and Medical Leave Act, **ERISA**, or the Americans with Disabilities Act;
  - (2) refusing to violate any law;
  - (3) assisting, testifying, or cooperating with a proceeding or investigation regarding alleged violations of law by any **Insured**;
  - (4) disclosing or threatening to disclose alleged violations of law to a superior or to any governmental agency; or
  - (5) filing any “whistle blower” claim against any **Insured** under the federal False Claims Act, the Sarbanes-Oxley Act of 2002, or any similar law.
- “**Stock Benefits**” means any offering, plan or agreement between an **Insured Entity** and any **Employee** that grants stock, stock options or stock appreciation rights in the **Insured Entity** to such person, including, without limitation, restricted stock or any other stock grant. **Stock Benefits** shall not include employee stock ownership plans or employee stock purchase plans.
- “**Third Party**” means any natural person who is a customer, vendor, service provider or other business invitee of an **Insured Entity**. **Third Party** shall not include **Employees**.
- “**Third Party Claim**” means any of the following made by or on behalf of a **Third Party**:
  - (1) a written demand for monetary damages or other civil non-monetary relief commenced by the receipt of such demand;
  - (2) a civil proceeding, including an arbitration or other alternative dispute resolution proceeding, commenced by the service of a complaint, filing of a demand for arbitration, or similar pleading; or
  - (3) formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document;

**Third Party Claim** also means a written request to the **Insureds** to toll or waive a statute of limitations regarding a potential **Third Party Claim** as described above. Such **Claim** shall be commenced by the receipt of such request.
- “**Third Party Wrongful Act**” means:
  - (1) discrimination against a **Third Party** based upon age, gender, race, color, national origin, religion, creed, marital status, sexual orientation or preference, pregnancy, disability, HIV or other health status, Vietnam Era Veteran or other military status, or other protected status established under federal, state or local law; or
  - (2) sexual harassment or other harassment of a **Third Party**, including unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature.
- “**Training Costs**” means the reasonable costs of training and education for sensitivity, anti-harassment, minority development or diversity programs but only when required under the terms of a settlement, judgment or consent decree; provided, however, that such training and education is commenced and completed within 12 months of the date of said settlement, judgment or consent decree.
- “**Wrongful Act**” means any actual or alleged:

(1) **Employment Practices Wrongful Act**; or

(2) **Third Party Wrongful Act**.

### III. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS

(A) The Insurer shall not pay **Loss**:

(1) for bodily injury, sickness, disease, death, false arrest or imprisonment, abuse of process, malicious prosecution, trespass, nuisance or wrongful entry or eviction, or for injury to or destruction of any tangible property including loss of use or diminution of value thereof; provided, however, that this exclusion shall not apply to that portion of **Loss** that directly results from employment-related:

(a) defamation (including libel and slander) or misrepresentation; or

(b) wrongful infliction of mental anguish or emotional distress, false arrest or imprisonment, invasion of privacy (including an **Employee Data Privacy Wrongful Act**) when alleged in connection with an otherwise covered **Employment Practices Wrongful Act**;

(2) for any actual or alleged **Wrongful Act** by **Insured Persons** of any **Subsidiary** in their capacities as such, or by any **Subsidiary**, if such **Wrongful Act** actually or allegedly occurred when such entity was not a **Subsidiary**;

(3) in connection with any **Claim** based upon, arising from, or in any way related to any:

(a) prior or pending written demand, suit, or proceeding against any **Insured** as of, or

(b) initiated by the U.S. Office of Federal Contract Compliance Programs before

the applicable Prior or Pending Date in ITEM 5 of the Declarations, or the same or substantially similar fact, circumstance, or situation underlying or alleged in such demand, suit, proceeding, or audit;

(4) in connection with any **Claim** based upon, arising from, or in any way related to any fact, circumstance, or situation that, before the inception date in ITEM 3 of the Declarations, was the subject of any notice given under any other employment practices liability policy, management liability policy or other insurance policy which insures **Wrongful Acts** covered under this Policy if such notice is accepted under such policy;

(5) in connection with any **Claim** based upon, arising from, or in any way related to the liability of others assumed by an **Insured** under any contract or agreement; provided, however, this exclusion shall not apply to liability that would have attached in the absence of such contract or agreement;

(6) for breach of any **Independent Contractor Agreement**; provided, however, that this exclusion will not apply to liability that would have attached in the absence of such contract nor shall it apply to that portion of **Loss** representing **Defense Costs** incurred to defend against such liability; or

(7) for a lockout, strike, picket line, hiring of replacement workers or similar action in connection with any labor dispute, labor negotiation or collective bargaining agreement.

(B) The Insurer shall not pay **Loss** in connection with any **Claim** based upon, arising from, or in any way related to:

(1) any claims for unpaid wages (including overtime pay), workers' compensation benefits, unemployment compensation, disability benefits, or social security benefits;

(2) any actual or alleged violation of the Worker Adjustment and Retraining Notification Act, the National Labor Relations Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, **ERISA**, or any similar law; or

(3) any **Wage and Hour Violation**

Provided, however, that this exclusion (B) shall not apply to that portion of **Loss** that represents

- (a) a specific amount the **Insureds** become legally obligated to pay solely for a **Wrongful Act of Retaliation** or discrimination; or
- (b) **Defense Costs** incurred to defend a **Wage and Hour Violation** referenced in sub-paragraph (3) above subject to the Wage & Hour Defense Costs Sub-Limit of set forth in Item 5 of the Declarations, subject to the following:
  - (i) section XI. (B) of the Common Terms and Conditions notwithstanding, 100% of the **Insured's Defense Costs** covered pursuant to this sub-paragraph (b) shall be allocated to covered **Loss** until the Wage & Hour Defense Costs Sub-Limit is exhausted. Once the Wage and Hour Defense Costs Sub-Limit is exhausted, allocation shall continue in accordance with section XI. (B) of the Common Terms and Conditions; and
  - (ii) the Wage and Hour Defense Costs Sub-Limit is available notwithstanding the fact that a **Wage and Hour Violation** is not an **Employment Practices Wrongful Act**.
- (C) The Insurer shall not pay **Loss** in connection with any **Claim** based upon, arising from, or in any way related to liability incurred for breach of any oral, written, or implied employment contract; provided, however, that this exclusion shall not apply to liability that would have been incurred in the absence of such contract nor shall it apply to the portion of **Loss** representing **Defense Costs** incurred to defend against such liability.

#### IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENT (B)

Solely with respect to Insuring Agreement (B), the Insurer shall not pay **Loss** in connection with any **Third Party Claim** based upon, arising from or in any way related to any price discrimination or violation of any anti-trust law or any similar law designed to protect competition or prevent unfair trade practices.

#### V. OTHER INSURANCE

- (A) The coverage provided under this Policy for any **Employment Practices Claim** shall be primary.
- (B) Notwithstanding the above, the coverage provided under this Policy for any **Employment Practices Claim** made against a temporary, leased or loaned **Employee** or an **Independent Contractor** shall be excess of the amount of any deductible, retention and limits of liability under any other policy or policies applicable to such **Claim**, whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy or policies to this Policy's Policy Number.

#### VI. NOTICE OF CLAIM

- (A) As a condition precedent to coverage under this **Liability Coverage Part**, the **Insureds** shall give the Insurer written notice of any **Claim** as soon as practicable after a **Notice Manager** becomes aware of such **Claim**, but in no event later than:
  - (1) ninety (90) days after the effective date of said expiration or termination if this Policy expires or is otherwise terminated without being renewed with the Insurer; or
  - (2) the expiration of the Extended Reporting Period, if applicable;

provided, however, that if the Policy is cancelled for non payment of premium, the **Insured** will give to the Insurer written notice of such **Claim**, prior to the effective date of cancellation.

- (B) However, with regard to any **Employment Practices Claim** which is brought as a formal administrative or regulatory proceeding, including, without limitation, a proceeding before the Equal Employment Opportunity Commission or similar governmental agency, commenced by the filing of a notice of charge, formal investigative order or similar document, as a condition precedent to coverage under this Policy the **Insureds** shall give the Insurer written notice of any **Claim** as soon as practicable after a **Notice Manager** becomes aware of such **Claim**, but in no event later than:

- (1) ninety (90) days after the effective date of said expiration or termination if this Policy expires or is otherwise terminated without being renewed with the Insurer;
- (2) one hundred eighty (180) days after the renewal date, if this Policy is renewed with the Insurer; or
- (3) the expiration of the Extended Reporting Period, if applicable;

provided, if this Policy is cancelled for non payment of premium, the **Insured** will give to the Insurer written notice of such **Claim**, prior to the effective date of cancellation.

(C) If, during the **Policy Period**, the **Insureds** become aware of a **Wrongful Act** that may reasonably be expected to give rise to a **Claim**, and, if written notice of such **Wrongful Act** is given to the Insurer during the **Policy Period**, including the reasons for anticipating such a **Claim**, the nature and date of the **Wrongful Act**, the identity of the **Insureds** allegedly involved, the alleged injuries or damages sustained, the names of potential claimants, and the manner in which the **Insureds** first became aware of the **Wrongful Act**, then any **Claim** subsequently made which arises from such **Wrongful Act** shall be deemed to be a **Claim** first made during the **Policy Period**, and therefore subject to the terms and conditions of this Policy, including, without limitation, Section VII. Of the Common Terms and Conditions and the reporting requirements set forth in Section VI.(A) and (B) above, on the date that the Insurer receives the above notice.

## VII. RETENTION WAIVER

Regarding a **Claim** that is a class action civil proceeding, no Retention shall apply to **Defense Costs** incurred in connection with such **Claim**, and the Insurer shall reimburse the **Insureds** for any covered **Defense Costs** paid by the **Insureds** within the Retention otherwise applicable to such **Claim**, if a:

- (A) final adjudication with prejudice pursuant to a trial, motion to dismiss or motion for summary judgment; or
- (B) complete and final settlement with prejudice;

establishes that none of the **Insureds** in such **Claim** are liable for any **Loss** other than **Defense Costs**.

## VIII. COORDINATION OF COVERAGE

If this **Liability Coverage Part** and either the Directors, Officers and Entity Liability Coverage Part or Fiduciary Liability Coverage Part are included under this Policy, and a **Claim** is covered under this **Liability Coverage Part** and any such other **Liability Coverage Part**, **Loss** shall be first covered and paid under this **Liability Coverage Part**.

If notice of a **Claim** has been given under either the Directors, Officers and Entity Liability Coverage Part or Fiduciary Liability Coverage Part and a determination is made by the Insurer that such **Claim** would be covered under this **Liability Coverage Part** if notice had been given under this **Liability Coverage Part**, then the **Insureds** shall be deemed to have given notice of such **Claim** under this **Liability Coverage Part** at the same time that notice was given under such other **Liability Coverage Part**.

This endorsement, effective 12:01 am, 7/01/20  
of policy number 08 KM 0338547-20

forms part

issued to: INNER EXPLORER INC

by: TWIN CITY FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under all lines of insurance in this policy subject to the Terrorism Risk Insurance Act.

**A. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Department of the Treasury will reimburse insurers for 85% of that portion of insured losses attributable to "certified acts of terrorism" that exceed the applicable insurer deductible. Effective January 1, 2016, this percentage will be reduced to 84%, effective January 1, 2017 to 83%, effective January 1, 2018 to 82% effective January 1, 2019 to 81%, and effective January 1, 2020 to 80%. However, if aggregate insured losses under the Terrorism Risk Insurance Act, as amended (TRIA), exceed \$100 billion in a Calendar Year, the Treasury shall not make any payment for any portion of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

**B. Cap On Certified Terrorism Losses**

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury in accordance with the provisions of TRIA to be an act of terrorism under TRIA. The criteria contained in TRIA, for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to "certified acts of terrorism" under TRIA, exceeds \$100 billion in a Program Year (January 1 through December 31) and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of such losses that exceeds \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro rata basis in accordance with procedures established by the Treasury,, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

**C. Application Of Other Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omissions of a terrorism exclusion, or inclusion of coverage for terrorism, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by any Nuclear Liability Exclusion, Pollution Exclusion, or War Exclusion.

All other terms and conditions remain unchanged.

This endorsement, effective 12:01 am, 7/01/20  
of policy number 08 KM 0338547-20

issued to: INNER EXPLORER INC

by: TWIN CITY FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND CANCELLATION PROVISION/20 DAYS NOTICE UNEARNED PREMIUM PRO RATA  
(COMMON TERMS AND CONDITIONS)**

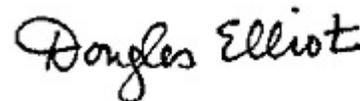
This endorsement modifies insurance provided under:

**PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY**

The **COMMON TERMS AND CONDITIONS**, section **XIII. CANCELLATION**, (A) and (C) are deleted and replaced with the following:

- (A) The Insurer may cancel this Policy for non-payment of premium by sending not less than 20 days notice to the **Named Entity**. This Policy may not otherwise be cancelled by the Insurer.
- (C) If the Insurer or **Named Entity** cancels this Policy, unearned premium shall be calculated on a pro rata basis. Payment of any unearned premium shall not be a condition precedent to the effectiveness of a cancellation. The Insurer shall make payment of any unearned premium as soon as practicable.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/01/20  
of policy number 08 KM 0338547-20

issued to: INNER EXPLORER INC

by: TWIN CITY FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDED BODILY INJURY AND PROPERTY DAMAGE EXCLUSION - NO EXCEPTIONS  
(DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART)**

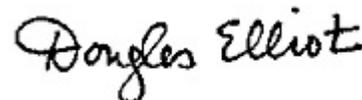
This endorsement modifies insurance provided under the following:

**PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY**

**DIRECTORS AND OFFICERS AND ENTITY LIABILITY COVERAGE PART, section IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (A)** is deleted and replaced by:

**(A)** in connection with any **Claim** based upon, arising from, or in any way related to bodily injury, sickness, disease, mental anguish, emotional distress, or death of any person, or damage to or destruction of any tangible property, including loss of use or diminution of value thereof;

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/01/20  
of policy number 08 KM 0338547-20

forms part

issued to: INNER EXPLORER INC

by: TWIN CITY FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WORKPLACE VIOLENCE COVERAGE ENDORSEMENT  
(EMPLOYMENT PRACTICES LIABILITY COVERAGE PART)**

This endorsement modifies insurance provided under the following:

**PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY**

**EMPLOYMENT PRACTICES LIABILITY COVERAGE PART** is amended as follows:

I. Section I. **INSURING AGREEMENTS** is amended by the addition of the following:

- **WORKPLACE VIOLENCE**

The **Insurer** will pay on behalf of the **Insured Entity** any **Workplace Violence Expenses** resulting from a **Workplace Violence Action** occurring during the Policy Period and reported to the Insurer pursuant to the terms of the policy.

The Insurer's maximum aggregate liability for all such **Workplace Violence Expenses** shall be the Sub-Limit of Liability shown in Item 5 of the Declarations. This Sub-Limit shall be part of, and not in addition to, the Aggregate Limit of Liability for this **Liability Coverage Part** shown on the Declarations. Payment of **Workplace Violence Expenses** by the Insurer shall reduce such Aggregate Limit of Liability. No Retention shall apply to the coverage provided under this Endorsement.

II. Solely for the purpose of the coverage provided by this endorsement, Section II. **DEFINITIONS** is amended by the addition of the following:

- **Business Interruption Expenses** means the amount calculated as set forth below for a period of time commencing the day the **Workplace Violence Action** occurs and ending on the earlier of ninety (90) days following such date or the date that the **Insured Entity** restores operations, with due diligence and dispatch, to the level that existed prior to the **Workplace Violence Action**:

(1) The sum of:

- a) net profits before income taxes that would have been earned had no **Workplace Violence Action** occurred;
- b) the actual costs of continuing the activities which are necessary for the **Insured Entity** to resume operations with substantially the same quality of service which existed immediately preceding the **Workplace Violence Action**; and
- c) reasonable expenses which would not have been incurred except for such **Workplace Violence Action** and which were incurred by the **Insured Entity** for the sole purpose of reducing **Business Interruption Expenses** described in 1(a) or 1(b), not to exceed the amount of actual reduction of such **Business Interruption Expenses**.

(2) Less the sum of:

- a) all recoveries, other insurance, suretyship and other indemnity which cover **Business Interruption Expenses**; and
- b) the amount by which the **Insured Entity** reasonably could have, but failed to, reduce **Business Interruption Expenses**.

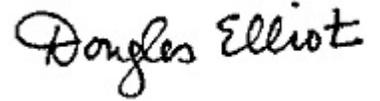
- **Employee Expenses** means the reasonable fees and expenses for, or cost of:
  - (1) the salary or wages, for up to ninety (90) days following the date of the **Workplace Violence Action** occurs, that the **Insured Entity** pays **Individual Insureds** victimized by the **Workplace Violence Action** and unable to continue to work because of such **Workplace Violence Action**. The **Individual Insured's** salary or wages in effect at the time of the **Workplace Violence Action** shall apply;
  - (2) the salary or wages, for up to ninety (90) days following the date of the **Workplace Violence Action** occurs, that the **Insured Entity** pays a newly hired person(s) or temporary employee(s) to work because of such **Workplace Violence Action**; however such salary or wage shall not exceed the salary or wage of the relevant victimized **Individual Insured(s)** in effect at the time of the **Workplace Violence Action**;
  - (3) reasonable expenses for a counseling seminar for **Individual Insureds** conducted by an independent consultant within ninety (90) days following the **Workplace Violence Action**;
  - (4) reasonable expenses for the hiring of an independent security guard for up to thirty (30) days following the **Workplace Violence Action**; or
  - (5) reasonable expenses for the services of an independent security consultant for purposes of devising a security plan for the **Insured Entity**.
- **Individual Insured** means any:
  - (1) **Manager**;
  - (2) **Employee**; or
  - (3) Natural person visiting the **Premises** for a lawful purpose.
- **Physical Injury** means physical damage to a person's body caused by an external source.
- **Premises** means any building, facility, or property occupied by the **Insured Entity** in conducting its operations.
- **Public Relations Firm Expenses** means the reasonable and necessary fees charged by an organization specializing primarily in maintaining or restoring the public image of businesses or non-profit organizations, where such organization is retained to aid in the restoration of the **Insured Entity's** public image.
- **Workplace Violence Action** means any actual or alleged intentional and unlawful use of deadly force with an intent to cause harm that occurs at the **Premises** that results in **Physical Injury**.
- **Workplace Violence Expenses** means:
  - (1) **Business Interruption Expenses**;
  - (2) **Employee Expenses**; and
  - (3) **Public Relation Firm Expenses**.

III. Solely for the purpose of the coverage provided by this endorsement, Section III., **EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS** is amended by the addition of the following:

- The Insurer shall not pay any **Workplace Violence Expenses**:
  - (1) based upon, arising from, or in any way related to war, invasion, insurrection, riot, rebellion, revolution, civil war, or military action; or

- (2) based upon, arising from, or in any way related to the use or threat of force or violence occurring for the purpose of demanding money, securities, or property.
- The Insurer shall not pay any legal costs, attorneys fees, expenses, settlements, judgments, penalties or other amounts incurred as a result of any claim, suit or other legal proceeding brought against an **Insured** in connection with a **Workplace Violence Action**.

All other terms and conditions remain unchanged.

A handwritten signature in black ink that reads "Douglas Elliot". The signature is written in a cursive, flowing style.

Douglas Elliot, President

This endorsement, effective 12:01 am, 7/01/20  
of policy number 08 KM 0338547-20

forms part

issued to: INNER EXPLORER INC

by: TWIN CITY FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDED THIRD PARTY COVERAGE ENDORSEMENT  
(EMPLOYMENT PRACTICES LIABILITY COVERAGE PART)**

This endorsement modifies insurance provided under the following:

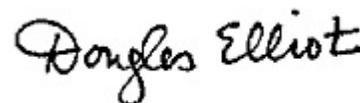
**PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY**

The **EMPLOYMENT PRACTICES LIABILITY COVERAGE PART**, Section IV. **EXCLUSIONS APPLICABLE TO INSURING AGREEMENT (B)** is amended by the addition of the following:

Solely with respect to Insuring Agreement (B), the Insurer shall not pay **Loss** in connection with any **Third Party Claim**:

- based upon, arising from, or in any way related to any actual or alleged criminal and/or physical sexual harassment against a **Third Party**.
- based upon, arising from, or in any way related to any actual or alleged non-criminal and non-physical sexual harassment against a **Third Party** including unwelcome sexual advances or requests for sexual favors or other conduct of a non-criminal and non-physical sexual nature; provided, however, that this exclusion shall not apply to the portion of **Loss** representing **Defense Costs** incurred to defend against such liability.
- based upon, arising from, or in any way related to any actual or alleged negligence in hiring, employment, investigation, supervision, retention, reporting or failure to report, that results, directly or indirectly, in any physical sexual harassment, bodily injury, sickness, disease, emotional distress, mental anguish, or death.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/01/20  
of policy number 08 KM 0338547-20

forms part

issued to: INNER EXPLORER INC

by: TWIN CITY FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDED RETENTION WAIVER  
(EMPLOYMENT PRACTICES LIABILITY COVERAGE PART)**

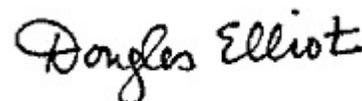
This endorsement modifies insurance provided under the following:

**PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY**

The **EMPLOYMENT PRACTICES LIABILITY COVERAGE PART**, Section **VII. RETENTION WAIVER**, is deleted and replaced with the following:

The Retention not shall apply to **Defense Costs** incurred in connection with a covered **Claim**, and the Insurer shall reimburse the **Insureds** for 50% of any covered **Defense Costs** paid by the **Insureds** within the Retention otherwise applicable to such **Claim**, if a final adjudication with prejudice pursuant to a trial, motion to dismiss or motion for summary judgment establishes that none of the **Insureds** in such **Claim** are liable for any **Loss** other than **Defense Costs**.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/01/20  
of policy number 08 KM 0338547-20

forms part

issued to: INNER EXPLORER INC

by: TWIN CITY FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDED DEFINITION OF RETALIATION  
(EMPLOYMENT PRACTICES LIABILITY COVERAGE PART)**

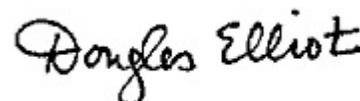
This endorsement modifies insurance provided under the following:

**PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY**

Section II. **DEFINITIONS**, “**RETALIATION**” is deleted and replaced with the following:

- “**Retaliation**” means adverse treatment of an **Employee** or **Independent Contractor** based upon any **Employee** or **Independent Contractor**:
  - (1) Exercising any rights under law, including, without limitation, rights under any workers compensation laws, the Family and Medical Leave Act, **ERISA**, or the Americans with Disabilities Act;
  - (2) Refusing to violate any law;
  - (3) Assisting, testifying, or cooperating with a proceeding or investigation regarding alleged violations of law by any **Insured**;
  - (4) Disclosing or threatening to disclose alleged violations of law to a supervisor or to any governmental agency; or
  - (5) Filing any “whistle blower” claim against any **Insured** under the federal False Claims Act, the Sarbanes-Oxley Act of 2002, or any similar law.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/01/20  
of policy number 08 KM 0338547-20

issued to: INNER EXPLORER INC

by: TWIN CITY FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND NOTICE OF CLAIM – SECTION VI (B)(2)  
(EMPLOYMENT PRACTICES LIABILITY COVERAGE PART)**

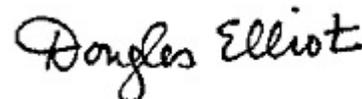
This endorsement modifies insurance provided under the following:

**PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY**

**EMPLOYMENT PRACTICES LIABILITY COVERAGE PART**, section VI, NOTICE OF CLAIM, (B)(2) is deleted and replaced with the following:

(2) three hundred and sixty five (365) days after the renewal date, if this Policy is renewed with the Insurer; or

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/01/20  
of policy number 08 KM 0338547-20

issued to: INNER EXPLORER INC

by: TWIN CITY FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NON PROFIT PRIVATE CHOICE PREMIER ENDORSEMENT**

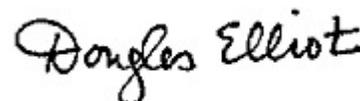
This endorsement modifies insurance provided under the following:

**PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY**

For non profit Private Choice Premier insureds, the Private Choice Premier Policy is amended as follows:

- I. All references in this Policy, including without limitation any endorsements thereto, to the "Common Terms and Conditions" shall be replaced with "Non Profit Common Terms and Conditions".
- II. If the Non Profit Directors, Officers and Entity Liability Coverage Part is purchased, all references in this Policy, including without limitation any endorsements thereto, to the "Directors, Officers and Entity Liability Coverage Part" shall be replaced with "Non Profit Directors, Officers and Entity Liability Coverage Part".

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/01/20  
of policy number 08 KM 0338547-20

forms part

issued to: INNER EXPLORER INC

by: TWIN CITY FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TRADE AND PROFESSIONAL ASSOCIATION AMENDATORY ENDORSEMENT  
(NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART)**

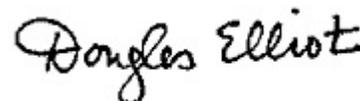
This endorsement modifies insurance provided under the following:

**PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY**

The **NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART** is amended in the following manner:

- I. Section **II. DEFINITIONS**, the definition of **“Wrongful Act”**, is amended by the addition of the following:
  - the sponsorship or endorsement of a member benefit program or any actual or alleged violation of the Sherman Act, the Clayton Act or any similar federal or state statute, committed by an **Insured Person** in their capacity as such, or in their **Outside Capacity**, or, with regard to Insuring Agreement (C), an **Insured Entity**;
- II. Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS** is amended by the addition of the following:
  - in connection with any **Claim** based upon, arising from, or in any way related to the sale or administration by any **Insured** of any insurance product, policy, trust, or program.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/01/20  
of policy number 08 KM 0338547-20

forms part

issued to: INNER EXPLORER INC

by: TWIN CITY FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CRISIS MANAGEMENT EXPENSE COVERAGE  
(NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART)**

This endorsement modifies insurance provided under the following:

**PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY**

The **NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART** is amended as follows:

I. Section II. **DEFINITIONS**, is amended by the addition of the following:

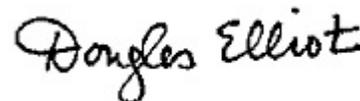
- **“Crisis Management Event”** means a:
  - **Fraudulent Fundraising Event**;
  - **Regulatory Event**; or
  - **Senior Management Event**.
- **“Crisis Management Expenses”** means any reasonable fees and expenses incurred by an **Insured**, with the Insurer’s prior written consent, for public relations services to mitigate reputational damage resulting from any covered **Crisis Management Event**.
- **“Fraudulent Fund Raising Event”** means a non-**Insured** illegally soliciting donations in the name of **Insured Entity**.
- **“Regulatory Event”** means the public announcement of the commencement of an investigation of or litigation against the **Insured Entity** by a governmental or regulatory agency or body.
- **“Senior Management Event”** means the criminal indictment, death or incapacity of any **Insured Person** on whom the **Insured Entity** maintains key man life insurance.

II. Section III. **COVERAGE EXTENSIONS**, is amended by the addition of the following:

**(C) CRISIS MANAGEMENT EXPENSE COVERAGE**

The Insurer shall pay **Crisis Management Expenses** resulting from a **Crisis Management Event** occurring during the **Policy Period** and reported within sixty (60) days of occurrence. This extension is subject to an aggregate limit of \$250,000, which is a part of and not in addition to the Aggregate Limit of Liability set forth in the Declarations applicable to this **Liability Coverage Part**.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/01/20  
of policy number 08 KM 0338547-20

forms part

issued to: INNER EXPLORER INC

by: TWIN CITY FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DATA PRIVACY EVENT AND CRISIS MANAGEMENT EXPENSE  
COVERAGE - \$100,000 SUBLIMIT  
(NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART)**

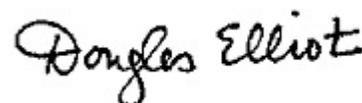
This endorsement modifies insurance provided under the following:

**PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY**

The **NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART** is amended as follows:

- I. Section **III. COVERAGE EXTENSIONS**, paragraph **(B) (3)**, is deleted and replaced with the following:
  - (3)** Coverage provided by this extension shall be subject to a Sub-limit of \$100,000. Such Sub-limit shall be the maximum aggregate amount that the Insurer shall pay under this **Liability Coverage Part** for all **Data Privacy Regulatory Expenses, Notification and Credit Monitoring Expenses, and Data Privacy Event Crisis Management Expenses** from all **Data Privacy Events**. Such Sub-limit shall be part of, and not in addition to, the Aggregate Limit of Liability applicable to this **Liability Coverage Part**.
- II. Section **II. DEFINITIONS**, is amended by the addition of the following:
  - **“Data Privacy Event Crisis Management Expenses”** means any reasonable fees and expenses incurred by an **Insured**, with the Insurer’s prior written consent, for public relations services to mitigate reputational damage resulting from any covered **Claim** under Coverage Extension **(B) (3)**,

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/01/20  
of policy number 08 KM 0338547-20

forms part

issued to: INNER EXPLORER INC

by: TWIN CITY FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**RETIRED DIRECTORS COVERAGE ENDORSEMENT  
(NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART)**

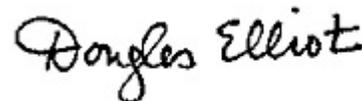
This endorsement modifies insurance provided under the following:

**PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY**

The **NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART** is amended by the addition of the following:

If, by the choice of the **Insured Entity**, this policy is not renewed with the Insurer or not replaced by another management liability or directors and officers liability policy and if the Extended Reporting Period is not exercised by the **Insured Entity**, then any director or trustee who, during the **Policy Period**, retired or resigned their position with the **Insured Entity** shall be afforded an Extended Reporting Period of unlimited duration.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/01/20  
of policy number 08 KM 0338547-20

forms part

issued to: INNER EXPLORER INC

by: TWIN CITY FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SOCIAL SERVICE AMENDATORY ENDORSEMENT - INCLUDING  
CRISIS MANAGEMENT AND SEXUAL MISCONDUCT EXPENSES  
(NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART)  
(EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART)**

This endorsement modifies insurance provided under the following:

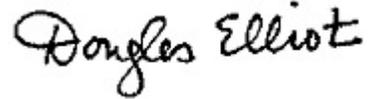
**PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY**

- I. If this coverage part is elected, the **NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART**, Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS**, is amended by the addition of the following:
- in connection with any **Claim** based upon, arising from, or in any way related to any actual or alleged negligence in hiring, employment, investigation, supervision, retention, reporting or failure to report, that results, directly or indirectly, in any bodily injury, sickness, disease, emotional distress, mental anguish, or death of any person, or damage to or destruction of any tangible property, including loss of use or diminution of value thereof.
  - in connection with any **Claim** based upon, arising from, or in any way related to the actual or alleged provision or failure to provide any medical, health, or professional service to any customer, client or individual, including but not limited to medical, psychiatric, psychological, or counseling services, religious or spiritual guidance, adoption or foster placement services, education, guardianship, debt counseling, legal or dental services.
  - in connection with any **Claim** based upon, arising from, or in any way related to any audit, investigation, inquiry, proceeding, demand or lawsuit which is brought by, on behalf of or regarding Medicare, Medicaid or any similar state or federal program; provided, however, that the foregoing will not apply to any **Defense Costs** incurred related to such a **Claim**, subject to a Sub-Limit of Liability for Defense Costs of \$100,000. Such sub-limit:
    - (a) is a part of and not an addition to the Aggregate Limit of Liability applicable to this **Liability Coverage Part** which is set forth in the Declarations; and
    - (b) applies even if either Defense Outside the Limits option is elected on the Declarations.
- II. If this coverage is elected, the **EMPLOYMENT PRACTICES LIABILITY COVERAGE PART** is amended as follows:
- Section **I. INSURING AGREEMENTS**, is amended to include the following:
    - (C) If **Insuring Agreement (B), Third Party Liability**, is elected, the Insurer shall pay **Defense Costs** that the **Insureds** are legally obligated to pay resulting from a **Claim** arising from any actual or alleged **Physical Sexual Misconduct** first made against the **Insureds** during the **Policy Period** or Extended Reporting Period. In addition, the Insurer agrees to pay any **Physical Sexual Misconduct Crisis Management Expenses** incurred in connection with covered **Claim**, under this Insuring Agreement.

This Insuring Agreement shall be subject to an aggregate limit of \$250,000, which is a part of an not an addition to the Aggregate Limit of Liability applicable to this **Liability Coverage Part** set forth in the Declarations.
  - Section **II. DEFINITIONS**, is amended by the addition of the following:

- **“Physical Sexual Misconduct”** means any sexual abuse, sexual assault or sexual molestation.
- **“Physical Sexual Misconduct Crisis Management Expenses”** means any reasonable fees and expenses incurred by an **Insured**, with the Insurer’s prior written consent, for public relations services to mitigate reputational damage resulting from any covered **Claim** under **Insuring Agreement (C)**.
- Section **II. DEFINITIONS**, the definition of **“Third Party Wrongful Act”**, paragraph **(2)**, is deleted and replaced by the following:
  - (2)** sexual harassment or other harassment of a **Third Party**, including unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature, but does not include **Physical Sexual Misconduct**.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/01/20  
of policy number 08 KM 0338547-20

forms part

issued to: INNER EXPLORER INC

by: TWIN CITY FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SOCIAL MEDIA COVERAGE ENDORSEMENT  
(NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART)**

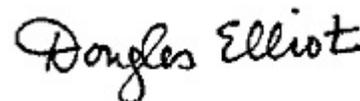
This endorsement modifies insurance provided under the following:

**PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY**

The **NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART**, section **II. DEFINITIONS**, the definition of **"Publishers and Advertisers Liability"**, is deleted and replaced by the following:

- **"Publishers and Advertisers Injury"** means any actual or alleged libel, slander, defamation, plagiarism, misappropriation of ideas, infringement of copyright or trademark and unauthorized use of title and shall include actions carried out by any means including but not limited to electronic publishing, the internet, social networking or instant messaging.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/01/20  
of policy number 08 KM 0338547-20

forms part

issued to: INNER EXPLORER INC

by: TWIN CITY FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPECIFIED PENALTIES COVERAGE  
(NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE)**

This endorsement modifies insurance provided under the following:

**PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY**

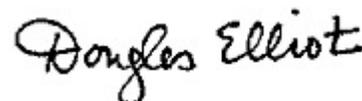
The **NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART**, section **II. DEFINITIONS**, the definition of "**Damages**", subsection **(10)**, is deleted and replaced with the following:

**(10)**where permissible by law, and notwithstanding sub-paragraph (a) below, civil penalties assessed under:

- i. IRS code section 6652(C)(1)(a) for a failure to file tax returns; provided, however, that coverage for such civil penalties referred to in this sub-paragraph is conditioned upon such penalty being the direct result of a self-reported violation;
- ii. Public Law 108-187 (the CAN-Spam Act of 2003);
- iii. the 1976 Lobby law or the Lobbying disclosure Act of 1995;

provided however that the coverage set forth in subsection (10) is subject to an aggregate sub limit of \$50,000 and said sub limit shall be a part of and not an addition to the Aggregate Limit of Liability for this coverage part.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/01/20  
of policy number 08 KM 0338547-20

forms part

issued to: INNER EXPLORER INC

by: TWIN CITY FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDED DERIVATIVE COVERAGE  
(NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART)**

This endorsement modifies insurance provided under the following:

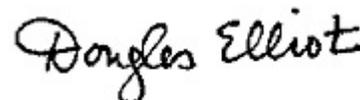
**PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY**

The **NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART** is amended as follows:

- I. Section **II. DEFINITIONS**, the definition of **Derivative Action**, is deleted and replaced by the following:
  - “**Derivative Action**” means any civil proceeding against a **Manager** for a **Wrongful Act** of such **Manager** made on behalf of, or in the name or the right of, an **Insured Entity** by any member of such **Insured Entity**, or by any State Attorney General, in their capacity as such, if such proceeding is made without the assistance, participation or solicitation of any **Manager**.
- II. Section **II. DEFINITIONS**, the definition of **Derivative Demand**, is deleted and replaced by the following:
  - “**Derivative Demand**” means any written demand by any member of an **Insured Entity** or by any State Attorney General, in their capacity as such, upon the board of directors or managers of such **Insured Entity** to bring a civil proceeding against a **Manager** for a **Wrongful Act** of such **Manager** if such demand is made without the assistance, participation or solicitation of any **Manager**. A **Derivative Demand** shall be deemed commenced by the receipt of such demand.
- III. Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS**, paragraph **(G)**, is deleted and replaced by the following:
 

**(G)** in connection with any **Claim** brought or maintained by, on behalf of, or for the benefit of an **Insured Entity** provided this exclusion will not apply to a **Derivative Action**;

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/01/20  
of policy number 08 KM 0338547-20

issued to: INNER EXPLORER INC

by: TWIN CITY FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDED SECURITIES EXCLUSION  
(NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART)**

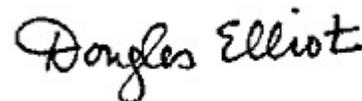
This endorsement modifies insurance provided under the following:

**PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY**

The **NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART**, Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS**, paragraph **(J)** is deleted and replaced with the following:

**(J)** in connection with any **Claim** based upon, arising from, or in any way related to any public listing or offering of securities of an **Insured Entity** or the purchase or sale of such securities subsequent to such listing or offering.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/01/20  
of policy number 08 KM 0338547-20

forms part

issued to: INNER EXPLORER INC

by: TWIN CITY FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND ENTITY VS INSURED EXCLUSION  
BANKRUPTCY TRUSTEE CARVEBACK  
(NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART)**

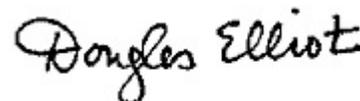
This endorsement modifies insurance provided under the following:

**PRIVATE CHOICE PREMIER<sup>SM</sup> POLICY**

**NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART**, Section IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, paragraph (G), is amended by the addition of the following:

- This exclusion shall not apply to the portion of **Loss** directly resulting from a civil proceeding by any bankruptcy trustee, examiner, receiver, liquidator, creditor(s) committee of the **Insured Entity** or rehabilitator (or any assignee thereof) after such bankruptcy trustee, examiner, receiver, liquidator or rehabilitator has been appointed;

All other terms and conditions remain unchanged.



Douglas Elliot, President

**Named Insured:** INNER EXPLORER INC  
**Effective Date:** 7/01/20  
**Insurer:** TWIN CITY FIRE INSURANCE CO.  
**Policy Number:** 08 KM 0338547-20

## **TERRORISM RISK INSURANCE ACT**

### **CONFIRMATION OF ACCEPTANCE OF CERTIFIED ACTS OF TERRORISM**

We previously notified you that in accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we must make "certified acts of terrorism" coverage available in the policies we offer.

The terrorism coverage as defined by the Act does not apply to Crime or Miscellaneous Professional Liability coverage parts, if any or all of those coverage parts are elected under this policy.

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury in accordance with the provisions of TRIA to be an act of terrorism under TRIA. The criteria contained in TRIA for "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The United States Department of the Treasury will reimburse insurers for 85% of that portion of insured losses attributable to certified acts of terrorism that exceeds the applicable insurer deductible. Effective January 1, 2016, this percentage will be reduced to 84%, effective January 1, 2017 to 83%, effective January 1, 2018 to 82%, effective January 1, 2019 to 81%, and effective January 1, 2020 to 80%. However, if aggregate insured losses under TRIA exceed \$100 billion in a Calendar Year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a Calendar Year and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

At that time we advised you that you will not be required to pay a premium for "certified acts of terrorism" coverage at this time. As a result of our notification, you have accepted "certified acts of terrorism" coverage. If, upon renewal of your policy, a premium is going to be charged for "certified acts of terrorism" coverage, we will provide you with notification of what that premium will be.



## **U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at — <http://www.treas.gov/ofac>.

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## Producer Compensation Notice

You can review and obtain information on The Hartford's producer compensation practices at [www.thehartford.com](http://www.thehartford.com) or at 1-800-592-5717.

**Pinellas Community Foundation  
Pinellas CARES Nonprofit Partnership Fund Grant Application**

**DO NOT ADD ANY LINE ITEMS TO THIS BUDGET SUMMARY. IF YOU ARE UNSURE OF WHERE A COST BELONGS, PLEASE CONTACT PCF STAFF.**

Organization Name: Inner Explorer, Inc.  
 Explorer.

FROM (date): October 2020 TO (date): June 2021

Budget Category/Line Item	Program Budget - Total	Pinellas CARES Grant
Personnel <i>(salaries, wages, benefits, payroll taxes, time allocation on the project for all personnel involved in program)</i>	28,800	16,800
Equipment <i>(computers, furniture, etc., less than \$3,000 per item)</i>		
Supplies <i>(office materials, program related purchases, program necessities to deliver services, etc.)</i>		
Occupancy <i>(property rent, mortgage, utilities, telephone, internet, etc. assigned as program expenses)</i>		
Local Travel <i>(mileage, tolls, parking for regular local travel, rental/leasing cost of transportation)</i>		
Training <i>(staff development, conferences, long distance travel)</i>		
Design, Printing, Marketing & Postage <i>(for direct program related services only)</i>		
Capital <i>(Buildings, vehicles, equipment \$3,000 or more per item. The purchase of capital must represent the lower cost option for the period during which the purchased asset would be used for COVID-response activities)</i>		
Purchased Services <i>(consultants, legal, accounting services, logistical partner costs, technology enhancements, computer software licensing/agreements)</i>	\$107,000	\$80,500
<b>TOTAL</b>	135800	97300

Pinellas Community Foundation  
PCF CARES Application  
**BUDGET NARRATIVE FORM**

**BRIEF INSTRUCTIONAL VIDEO – CLICK LINK - <https://youtu.be/s5kkxsaQkCg>**

**If you are applying under multiple funding areas, please indicate which funding area (food, behavioral health, and/or eviction mitigation through legal aid) each cost belongs to.**

**This narrative is to explain the costs in the Pinellas CARES Grant Column of the Budget Summary**

Organization Name: Inner Explorer, Inc

Project Name: Improving Mental and Behavioral Health in Pinellas County Schools with Inner Explorer.

FROM (month/year): October 2020 TO (month/year): June 2021

**ALL DESCRIPTIONS BELOW SHOULD BE CLEAR AS TO HOW REQUESTED FUNDS BY AREA RELATE TO ADDITIONAL COSTS THAT WOULD NOT HAVE BEEN INCURRED OR PLANNED IF NOT FOR COVID-19**

*Personnel (salaries, wages, benefits, payroll taxes, time allocation, and a brief description of the responsibilities on the project for all personnel involved in program)*

With COVID exacerbating stress and mental health disorders among students, families and educators, now is an ideal time to implement the Inner Explorer program since it's digitally delivered, easy to implement, and proven to reduce student and teacher stress. It improves behavioral health and sets the foundation for "learning readiness" and "teaching readiness". The district had been working with Inner Explorer to expand into more schools, yet COVID-related funding constraints inhibited this expansion.

This project includes two part-time Inner Explorer staff positions. A district project coordinator, Victoria Gonzales, will work directly with school administrators and student support teams to quickly engage educators in the daily mindfulness practices. She will be responsible for training and communicating with the Pinellas schools to facilitate onboarding of all educators and families. She'll connect with counselors, educators and administrators to present research and conduct orientation webinars to expediate the program's start. Victoria will work approximately 15 hours per week at \$85/hour for the first 8 weeks (\$10,200) to assure a smooth start. By the end of December, the schools will be able to use the Inner Explorer online program through the rest of the school year. (Additional technical assistance and support are included in the license through remainder of the school year)

A data specialist, Travis Grady, will run the weekly reports and share insights. Inner Explorer's technology platform will track usage by classroom, school and family. Weekly reports will include data on usage, new sign ups (teachers and families) and mindful minutes. Travis will also work with school district personnel to assess how usage is impacting outcomes including behavioral health, wellbeing and academics through December. He will work approximately 15 hours per week at \$55/hour for the first 8 weeks (\$6,600). He will garner relevant data from schools (behavioral incidents, absences, grades) to complete this assessment.

Throughout the rest of the school year, the team will evaluate how program usage impacted behavioral health by comparing the first quarter of the school year as the "pre-condition" and the end of the school year as the "post-condition". The Inner Explorer program has analytics

reporting on program usage and the schools already collect behavior data. We will further evaluate the types of behavior events that occurred pre and post to see if both the volume and intensity of behavior problems declined during the program.

The assessments past December 2020, with an estimated cost of \$12,000 will be covered by a grant from LG Electronics, who provides operating funds to Inner Explorer. **The proposed PCF grant will cover the initial \$16,800 in personnel costs.**

At the end of the program, it's expected that the positive outcomes will provide the rationale for the Pinellas County School district to budget for Inner Explorer in the following school year.

Define each position and indicate how the costs you are requesting expands your COVID-19-related programming and/or how it was unbudgeted as of 3/1/2020 or later. Be sure to include as much detail as possible for each position, e.g. rate per hour and number of hours for new position due to COVID-19 or increased hours as a result of COVID-19 (see example if needed).

Equipment (computers, phone, furniture, etc., less than \$3,000 per item)

Define each individual piece of equipment, where it will be purchased from, how much it costs, and how the costs you are requesting expands your COVID-19-related programming. Including estimates, quotes, or print offs from a supplier website is helpful to defend these costs.

Supplies (office materials, program related purchases, program necessities to deliver services, etc.)

Define each supply requested, where it will be purchased from, how much it costs, and how the costs you are requesting expands your COVID-19-related programming.

N/A

Occupancy (property rent, mortgage, utilities, telephone, internet, etc. assigned as program expenses)

Define each occupancy-related item, the supplier of the service, how much it costs, the % which is appropriately allocated to this grant, and how the costs you are requesting expands your COVID-19-related programming.

Local Travel (mileage, tolls, parking for regular local travel, rental/leasing cost of transportation)

Define each travel item, the person who will be incurring the cost (for staff travel), the supplier of the services (for rental/leasing), and how the costs you are requesting expands your COVID-19-related programming.

Design, Printing, Marketing & Postage (for direct program related services only)

Define each item, the supplier of the services, the cost, and how the costs you are requesting expands your COVID-19-related programming.

Capital (buildings, vehicles, equipment \$5,000 or more per item. The purchase of capital must represent the lower cost option for the period during which the purchased asset would be used for COVID-response activities)

Define each item, the vendor who will supply the capital item, or construct the item, and provide a defense for how the purchase of this item costs less than the leasing of the item for the grant period. Also explain how this item is necessary for the expansion of your COVID-19-related programming.

Purchased Services (consultants, legal, accounting services, logistical partner costs, technology enhancements, computer software licensing/agreements)

Define each item, the vendor supplying the purchased services, the cost of the services per a specified period of time, and explain how this is necessary for the expansion of your COVID-19-related programming.

The Inner Explorer program is offered on a license basis to schools, early learning centers and after school locations. For this project, we propose providing the program through the rest of the 2020-21 school year, with a half year license (although we expect to implement in early November which would provide 8 months of access, we recognize it will take a few months to get the educators and families engaged). The cost of the partial year license is \$700 per school and would be provided for 115 district schools, calculated as 121 total schools less the 6 schools that have already paid and implemented their annual license (since they found the program to be impactful last year). **The total cost of the school licenses for this project is \$107,000, of which \$80,500 is proposed as part of this grant with the remaining \$26,500 covered by the LG Grant mentioned above.**

The Inner Explorer license includes access for all educators, students and their families. This was a major reason PCS was interested, as many students are at-home schooling and there is great uncertainty as to how the rest of the year will unfold. The program is available in both English and Spanish to serve bilingual families.

Teachers use the program each day in the classroom or as part of their online teaching plan. Parents/caregivers can use any one of the four age/stage appropriate programs, preschool through high school, as well as the Spanish language versions, any time during the school year, including weekends and holidays. They can use the program even with their younger children who may not be in a district school. It creates a community of practice where stress reduction, behavioral health and achievements are the norms.