



## POOLED INCOME FUND AGREEMENT

This Pooled Income Fund Agreement (the “Agreement”) is entered into as of \_\_\_\_\_ (the “Effective Date”), by and between:

**SDG Global**, a nonprofit corporation duly organized and existing under the laws of the State of \_\_\_\_\_, and recognized as a tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code (the “Charity”), and \_\_\_\_\_, (the “Donor”).

### RECITALS

WHEREAS, the Charity has established and maintains a pooled income fund (the “Fund”) for the purpose of receiving irrevocable charitable contributions, providing lifetime income interests to designated beneficiaries, and ultimately supporting the charitable mission and exempt purposes of the Charity;

WHEREAS, the Fund is intended to qualify and be operated at all times as a pooled income fund within the meaning of Section 642(c)(5) of the Internal Revenue Code, as amended, and the Treasury Regulations promulgated thereunder;

WHEREAS, the Donor desires to make an irrevocable charitable contribution to the Fund, subject to the terms and conditions set forth herein, and to designate one or more income beneficiaries to receive income distributions from the Fund;

WHEREAS, the Charity is willing to accept such contribution and to administer the same in accordance with its governing documents, applicable law, and the provisions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the parties agree as follows:

### 1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

The term “**Fund**” shall mean the SDG Global Pooled Income Fund, a commingled charitable trust maintained, administered, and operated by the Charity for the purposes described herein.

The term “**Contribution**” shall mean the cash, securities, or other property irrevocably transferred by the Donor to the Charity pursuant to this Agreement, as more fully described in Exhibit A attached hereto and incorporated herein by reference.

The term “**Units**” shall mean the units of participation assigned to the Donor’s Contribution, representing a proportional, undivided, and non-segregated interest in the net assets and income of the Fund.

The term “**Income Beneficiary(ies)**” shall mean the individual or individuals designated by the Donor in accordance with this Agreement to receive distributions of income from the Fund.

All references herein to the singular shall include the plural where appropriate, and all references to applicable law shall include any amendments or successor provisions thereto.

## **2. IRREVOCABLE TRANSFER OF CONTRIBUTION**

The Donor hereby irrevocably transfers, assigns, conveys, and delivers to the Charity all right, title, and interest in and to the Contribution described in Exhibit A, to be held, administered, and invested as part of the Fund.

The Donor expressly acknowledges and agrees that such Contribution constitutes a completed charitable gift for all purposes, and that, upon acceptance by the Charity, legal ownership and control of the Contribution shall vest exclusively in the Charity, subject only to the income interest described herein.

The Donor further acknowledges that this transfer is irrevocable and that neither the Donor nor any other person shall retain any right, power, or authority to alter, amend, revoke, rescind, or terminate the Contribution, except as may be expressly permitted under applicable law.

The Donor understands that the Contribution shall not be returnable under any circumstances and shall not be subject to assignment, encumbrance, or withdrawal once accepted by the Charity.

## **3. COMMINGLING AND FUND STRUCTURE**

The Donor understands and agrees that the Contribution shall be commingled with contributions made by other donors to the Fund for purposes of investment, administration, and management.

The Fund shall operate as a pooled investment vehicle in which all assets are combined and managed collectively, and no donor, Income Beneficiary, or other person shall have any right, title, or interest in any specific asset, investment, or portion of the Fund.

The Donor’s participation in the Fund shall be represented solely by Units, which reflect a proportional interest in the overall net assets and income of the Fund, and not in any separately identifiable account or segregated property.

The Donor acknowledges that this pooled structure is a fundamental characteristic of the Fund and is necessary to maintain its intended tax and operational status.

The Donor acknowledges that no separate accounting shall be maintained for the Contribution other than the assignment of Units, and that participation in the Fund is limited to such Units.

## **4. ALLOCATION OF UNITS**

Upon receipt and acceptance of the Contribution, the Charity shall assign to the Donor a number of Units determined by dividing the fair market value of the Contribution by the then-current value per Unit of the Fund, as determined by the Charity in accordance with its valuation policies.

The number of Units assigned to the Donor shall remain constant, except as otherwise provided by law or the governing documents of the Fund.

The Donor acknowledges and agrees that the value of each Unit shall fluctuate over time based on the performance of the Fund's investments, and that such value is not guaranteed.

Units shall represent only a proportional interest in the Fund and shall not confer upon the Donor or any Income Beneficiary any ownership, control, or claim over any specific asset held by the Fund.

The Charity may issue fractional Units as necessary to accurately reflect the value of the Contribution.

## **5. INCOME DISTRIBUTIONS**

The net income of the Fund, as determined in accordance with applicable law and fiduciary accounting principles, shall be distributed to the Income Beneficiaries in proportion to the Units attributable to the Donor's Contribution.

Such distributions shall be made at such intervals as determined by the Charity, but not less frequently than required by applicable law.

The Donor acknowledges and agrees that the Fund is required to distribute its net income as determined in accordance with applicable law and fiduciary accounting principles, and that no fixed or guaranteed rate of return is provided or implied. The Donor further understands that the amount of income distributed may vary from period to period and from year to year, and that such distributions are dependent solely upon the actual earnings, performance, and administrative determinations of the Fund. The Donor additionally acknowledges that the character of income distributed shall be determined in accordance with applicable tax rules and may include various categories of income.

The Donor further acknowledges that past performance of the Fund is not indicative of future results and that the Charity makes no representation or warranty regarding future income distributions.

## **6. DESIGNATION OF INCOME BENEFICIARIES**

The Donor hereby designates the individual or individuals identified below as the Income Beneficiary(ies) of the income interest associated with the Contribution.

Each Income Beneficiary must be a natural person and must be living at the time the Contribution is made. The income interest shall continue for the lifetime of each designated Income Beneficiary, and in the event that more than one Income Beneficiary is designated, such income interest shall be administered in accordance with the terms of the Fund and the Charity's administrative policies, including provisions relating to survivorship and the allocation of income among multiple beneficiaries.

The Donor acknowledges that all beneficiary designations are subject to applicable law and to the governing documents and administrative practices of the Fund, and that the Charity shall

have the authority to interpret and administer such designations in a manner consistent with such requirements.

## **7. TERMINATION AND CHARITABLE REMAINDER**

Upon the death of the last surviving Income Beneficiary, the income interest associated with the Donor's Units shall terminate.

Following such termination, the Units attributable to the Donor's Contribution shall be valued as of the next applicable valuation date, segregated from the Fund, and distributed to the Charity.

The Donor acknowledges and agrees that the Charity shall have sole, absolute, and exclusive authority to determine the use, allocation, and application of such remainder assets in furtherance of its charitable purposes. Any designation, recommendation, or expression of intent by the Donor regarding the use of such assets shall be advisory only and shall not create any legally binding obligation upon the Charity.

## **8. ADMINISTRATION AND INVESTMENT AUTHORITY**

The Charity shall have full and absolute discretion to hold, manage, invest, reinvest, and administer the assets of the Fund in a manner consistent with its fiduciary obligations and charitable mission.

Without limiting the generality of the foregoing, the Charity shall have full authority to determine the investment strategy and allocation of Fund assets, the selection, retention, and termination of investment managers or advisors, the timing and manner of income distributions, the allocation and apportionment of expenses and administrative costs, and all other matters necessary or appropriate for the prudent administration of the Fund.

The Donor acknowledges that the Charity may modify its investment approach or administrative practices from time to time in response to changing conditions or regulatory requirements.

Nothing contained herein shall be construed to require the Charity to follow any particular investment strategy or to achieve any specific investment objective.

## **9. ADMINISTRATIVE FEES AND EXPENSES**

The Donor acknowledges and agrees that the Charity may incur administrative, management, and operational expenses in connection with the establishment, maintenance, and ongoing administration of the Fund. The Charity shall be entitled to assess and deduct such fees and expenses from the assets of the Fund, including, without limitation, investment management fees, custodial expenses, accounting and reporting costs, compliance-related expenses, and other reasonable costs associated with the operation of the Fund.

The Donor further acknowledges that such fees and expenses may be determined by the Charity in its reasonable discretion and may be modified from time to time in accordance with the Charity's policies, provided that such fees remain consistent with applicable law and fiduciary standards.

The Donor acknowledges that such fees and expenses may impact the amount of income distributed and the overall value of the Fund.

## **10. VALUATION**

The Charity shall determine the value of the Fund and the value per Unit at such intervals as it deems appropriate, but not less frequently than required by applicable law.

The value per Unit shall be determined by dividing the total fair market value of the Fund's assets by the total number of Units outstanding, taking into account any applicable adjustments for accrued income or expenses.

The Donor acknowledges that the value of Units is subject to fluctuation based on market conditions and other factors and is not guaranteed.

All valuations made by the Charity in good faith shall be final and binding absent manifest error.

## **11. TAX MATTERS**

The Donor acknowledges that the Contribution may entitle the Donor to a charitable income tax deduction equal to the present value of the charitable remainder interest, as determined under applicable law.

The Donor further acknowledges that income received from the Fund may be subject to taxation and that the character of such income shall be determined in accordance with applicable tax rules.

The Donor represents that they have been advised to consult, and have had the opportunity to consult, with independent legal, tax, and financial advisors regarding the consequences of this Agreement.

The Charity does not provide legal, tax, or financial advice and makes no representations regarding the tax treatment of the Contribution.

The Donor further acknowledges that no statements or representations have been made by the Charity or its representatives other than those expressly set forth in this Agreement.

## **12. REPRESENTATIONS AND WARRANTIES OF DONOR**

The Donor represents, warrants, and agrees that the Donor has full legal capacity and authority to enter into this Agreement and to transfer the Contribution described herein, that the Contribution is not subject to any lien, restriction, or encumbrance that would impair its transfer, that all information provided by the Donor in connection with this Agreement is true, complete, and accurate in all material respects, and that the Donor has entered into this Agreement voluntarily and without reliance upon any representation not expressly set forth herein.

## **13. INDEMNIFICATION**

The Donor agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Charity and its respective trustees, directors, officers, employees, agents, and

affiliates from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of or related to, including, without limitation, claims asserted by third parties or governmental authorities:

- (i) any breach of the Donor's representations, warranties, or covenants set forth in this Agreement;
- (ii) any claim, dispute, or challenge relating to the ownership, transfer, or valuation of the Contribution;
- (iii) any tax liability, assessment, or reporting obligation arising from or related to the Contribution or income distributions; or
- (iv) any action taken by the Charity in reliance upon information provided by the Donor.

This indemnification obligation shall survive the execution of this Agreement, the transfer of the Contribution, and the termination of any income interest.

#### **14. COMPLIANCE AND GOVERNING LAW**

This Agreement is intended to comply with the requirements of Section 642(c)(5) of the Internal Revenue Code and applicable Treasury Regulations and shall be interpreted accordingly.

The Charity reserves the right to modify administrative provisions of the Fund as necessary to ensure compliance with applicable law and regulatory requirements.

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

#### **15. GENERAL PROVISIONS**

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or understandings.

This Agreement shall be binding upon and inure to the benefit of the Donor and the Donor's heirs, executors, administrators, successors, and assigns, and the Charity and its successors and assigns.

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

#### **16. LIMITED LIABILITY**

To the fullest extent permitted by applicable law, the Charity and its trustees, directors, officers, employees, agents, and affiliates shall not be liable for any loss, liability, or damage arising out of or related to the administration, investment, or management of the Fund, including, without limitation, any losses resulting from market fluctuations or investment decisions, except to the extent such loss, liability, or damage results from the gross negligence or willful misconduct of the Charity.

The Donor acknowledges that the value of Fund assets and income distributions may fluctuate and that investment performance is not guaranteed. The Donor further acknowledges that the Charity shall not be responsible for market losses or changes in economic conditions affecting the Fund.

The Donor further acknowledges that the Charity is not acting as an investment advisor, fiduciary, or financial planner to the Donor, except as required by applicable law.

No provision of this Agreement shall be construed to create any fiduciary duty on the part of the Charity beyond those imposed by applicable law.

## **SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

### **DONOR**

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

Name: \_\_\_\_\_

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

### **SDG GLOBAL**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## EXHIBIT A

### DESCRIPTION OF CONTRIBUTION