



CHARITABLE REMAINDER UNITRUST AGREEMENT

This Charitable Remainder Unitrust 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 Wyoming, and recognized as a tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code (the “Charity”), acting in its fiduciary capacity as Trustee of the trust established herein,

and (the “Donor”). The Donor and the Charity may be referred to collectively as the “Parties.”

RECITALS

WHEREAS, the Donor desires to establish a charitable remainder unitrust for the purpose of making an irrevocable charitable contribution while providing an income stream to one or more designated beneficiaries;

WHEREAS, the trust established pursuant to this Agreement (the “Trust”) is intended to qualify and be operated as a charitable remainder unitrust within the meaning of Section 664(d)(2) of the Internal Revenue Code, as amended, and the Treasury Regulations promulgated thereunder;

WHEREAS, the Donor desires that the Trust provide annual distributions to the designated income beneficiary or beneficiaries in an amount equal to a fixed percentage of the net fair market value of the Trust assets as revalued annually;

WHEREAS, the Charity is willing to accept the property transferred pursuant to this Agreement and to serve as Trustee of the Trust, administering the Trust in accordance with its governing documents, fiduciary obligations, and applicable law;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows.

1. ESTABLISHMENT OF TRUST

The Donor hereby establishes an irrevocable charitable remainder unitrust to be known as the SDG Global Charitable Remainder Unitrust (the “Trust”).

The Donor hereby transfers and delivers to the Trustee the property described in Exhibit A attached hereto (the “Initial Contribution”). Such property shall be held, administered, invested, and distributed by the Trustee in accordance with the terms of this Agreement.

The Trust shall become irrevocable upon execution of this Agreement and acceptance of the Initial Contribution by the Trustee.

2. IRREVOCABLE TRANSFER OF PROPERTY

The Donor hereby irrevocably transfers, assigns, conveys, and delivers to the Trustee all right, title, and interest in and to the property described in Exhibit A.

The Donor acknowledges and agrees that such transfer constitutes a completed charitable gift for all purposes and that legal ownership of the contributed property shall vest in the Trust, subject only to the income interest provided herein.

The Donor further acknowledges that the Contribution 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 Trust or reclaim the contributed property except as expressly permitted under applicable law.

3. TRUSTEE

SDG Global shall serve as the Trustee of the Trust.

The Trustee shall have full authority to administer the Trust in accordance with this Agreement and applicable law and shall possess all powers necessary or appropriate to carry out the purposes of the Trust.

Such powers shall include, without limitation, the authority to hold, manage, invest, reinvest, exchange, sell, lease, transfer, or otherwise dispose of Trust property and to take any other action necessary for the prudent administration of the Trust.

The Trustee shall administer the Trust in accordance with applicable fiduciary standards and shall maintain appropriate records reflecting the administration of the Trust. In carrying out its duties, the Trustee shall have all powers granted to trustees under applicable law, together with all powers necessary or appropriate to accomplish the purposes of the Trust, including powers that may be exercised without court approval.

4. UNITRUST DISTRIBUTION AMOUNT

During each taxable year of the Trust, the Trustee shall distribute to the Income Beneficiary or Beneficiaries an amount equal to ____ percent (____%) of the net fair market value of the Trust assets.

The value of the Trust assets shall be determined annually as of the first day of each taxable year of the Trust.

The value determined as of the first day of each taxable year shall be used to calculate the Unitrust Amount payable for that taxable year.

The amount determined pursuant to this section shall be referred to as the "Unitrust Amount."

The Unitrust Amount shall be paid at such intervals as determined by the Trustee, but not less frequently than annually.

The Donor acknowledges that the Unitrust Amount is based solely upon the annual valuation of Trust assets and that the amount distributed may increase or decrease depending upon the value and performance of the Trust assets.

The Unitrust Amount shall be determined and distributed in accordance with the requirements of Section 664 of the Internal Revenue Code and the Treasury Regulations promulgated thereunder.

5. TERM OF TRUST

The Unitrust Amount shall be paid to the Income Beneficiary or Beneficiaries for:

- The lifetime of the designated Income Beneficiary
- The joint lifetimes of the designated Income Beneficiaries
- A term of years not exceeding twenty (20) years

as specified in Exhibit B attached hereto.

Upon expiration of the Trust term, the Trust shall terminate as provided in Section 8 of this Agreement.

6. ADDITIONAL CONTRIBUTIONS

Additional contributions may be made to the Trust by the Donor or by other persons; however, the Trustee shall have sole discretion to accept or reject any such contribution.

Any additional contributions accepted by the Trustee shall become part of the Trust and shall be administered and distributed in accordance with the provisions of this Agreement.

7. VALUATION OF TRUST ASSETS

The Trustee shall determine the fair market value of the Trust assets annually and at such other times as the Trustee deems appropriate.

Valuations shall be made in good faith and in accordance with generally accepted valuation principles and fiduciary accounting standards.

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

8. TERMINATION AND CHARITABLE REMAINDER

Upon the termination of the income interest described herein, the Trust shall terminate.

Following such termination, all remaining Trust assets shall be distributed to SDG Global, to be used exclusively for its charitable purposes.

The Donor acknowledges and agrees that the Charity shall have sole, absolute, and exclusive authority to determine the use and application of such remainder assets in furtherance of its charitable mission.

Any recommendation, designation, or expression of intent by the Donor concerning the use of such remainder assets shall be advisory only and shall not create any legally binding obligation upon the Charity.

9. INVESTMENT AND ADMINISTRATIVE AUTHORITY

The Trustee shall have full and absolute discretion to hold, manage, invest, and reinvest the assets of the Trust.

Without limiting the foregoing, the Trustee shall have authority to determine, including, without limitation, the authority to determine the investment strategy and asset allocation of the Trust, the selection and retention of investment managers, the timing and method of income distributions, and the allocation of expenses and administrative costs.

Nothing contained in this Agreement shall be construed as requiring the Trustee to pursue any particular investment strategy or to achieve any specific investment objective.

In exercising its investment authority, the Trustee may retain professional investment advisors, custodians, or other service providers and may delegate investment management responsibilities to such advisors as permitted under applicable law.

10. TRUST EXPENSES

All reasonable expenses incurred in connection with the administration of the Trust may be paid from Trust assets.

Such expenses may include, without limitation:

- investment management fees
- custodial and brokerage expenses
- accounting and tax preparation costs
- compliance and reporting expenses
- legal or administrative costs associated with Trust operations

The Donor acknowledges that such expenses may reduce the amount distributed to Income Beneficiaries.

The Trustee shall determine the allocation of such expenses between income and principal in accordance with applicable fiduciary accounting principles.

11. TAX MATTERS

This Trust is intended to qualify as a charitable remainder unitrust under Section 664 of the Internal Revenue Code.

The Trustee shall administer the Trust in a manner consistent with the requirements of that section and the regulations promulgated thereunder.

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.

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

The Charity does not provide legal, tax, or financial advice, and the Donor has been advised to consult independent professional advisors.

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 and warrants that:

- the Donor has full authority to transfer the contributed property;
- the contributed property is not subject to any liens or encumbrances that would impair the transfer;
- all information provided to the Trustee is true and accurate in all material respects;
- the Donor has entered into this Agreement voluntarily and without reliance upon representations not expressly contained herein.

13. INDEMNIFICATION

The Donor agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Charity and its trustees, directors, officers, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to:

- (i) any breach of the Donor's representations contained in this Agreement;
- (ii) disputes concerning the ownership or transfer of the contributed property;
- (iii) tax liabilities associated with the Contribution; or
- (iv) actions taken by the Trustee in reliance upon information provided by the Donor.

This obligation shall survive the termination of the Trust.

14. COMPLIANCE AND GOVERNING LAW

This Agreement is intended to comply with the requirements of Section 664 of the Internal Revenue Code and shall be interpreted accordingly.

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.

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

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

16. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the Charity and its trustees, directors, officers, employees, and agents shall not be liable for any loss, liability, or damage arising out of the administration or investment of the Trust, except in cases of gross negligence or willful misconduct.

The value of Trust assets may fluctuate due to market conditions, and investment performance is not guaranteed.

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

The Charity is not acting as an investment advisor, financial planner, or tax advisor to the Donor except as required 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