

Stichting SD International (Doing Business as Silent Donor International)
CHARITABLE FOUNDATION TERMS OF USE

You are hereby agreeing to these Terms of Use (the “Agreement”), as they may be amended, which are entered into by and between Silent Donor International (Stichting SD International) a Netherlands-based registered charitable foundation, CCI Number 88337391 (the “Sponsoring Organization” or “Silent Donor International”), and you, the Donor (Silent Donor International and the Donor together are referred to in this Agreement as the “Parties”). The Agreement shall be considered executed and accepted on the earlier of the date on which Donor affirmatively indicates his or her acceptance of all of the terms and conditions of the Agreement, via website or mobile application, or the creation and funding of a Silent Donor International Charitable Giving Foundation (defined below).

BACKGROUND

Silent Donor International is organized and operated exclusively for charitable purposes and cooperative bodies in the field of welfare. More specifically, the Foundation seeks to provide financial and material support for philanthropic causes and increase public altruism without public laudation.

Silent Donor International shall own and operate this Charitable Giving Foundation (the “Foundation”) created under this Agreement.

The Foundation shall be titled as indicated in the appropriate registration field and represented as such on Silent Donor International’s books and records and is held at Silent Donor International’s financial institutions.

Donor wishes to give to the Foundation, with the full knowledge that funds provided to Silent Donor International will be under Silent Donor International’s sole legal and actual ownership and control.

Donor will have non-binding, advisory privileges concerning distributions from the Foundation.

Accordingly, Silent Donor International may unilaterally amend this Agreement from time to time to comply with any changing regulations, or for any other reason it deems appropriate. Thus, Donor should review this Agreement each time it makes a contribution.

In consideration of the mutual promises set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

TERMS

1 DONOR CONTRIBUTIONS

1.1 Method of Contribution

Donor may make contributions to the Foundation immediately upon the acceptance of this Agreement and the creation of the Foundation. Donor shall make any such contributions electronically via the internet or any other means provided by Silent Donor International at the time. All such contributions irrevocably become part of the Foundation’s assets (the “Foundation Assets”). All Donor contributions shall be transferred to Silent Donor International, but they may be processed, at Silent Donor International’s sole discretion, by an agent.

1.2 Confirmation

After each Donor contribution is processed, Donor will usually immediately receive confirmation of its Donor contribution electronically, or, at the latest, on or before January 31 of the following year.

2 CONTROL OF Foundation AND Foundation ASSETS

2.1 Ownership and Management by Silent Donor International

Silent Donor International shall own and control the Foundation and all Foundation Assets. Silent Donor International shall have all power and authority to manage the Foundation Assets in accordance with the purposes of the Foundation, as described elsewhere herein.

2.2 No Control by Donor

If used herein or in any other materials related to the Foundation, any reference to “Donor’s Fund” shall be merely for identification purposes regarding its creation and recommendation privileges and shall not indicate any ownership over the Foundation by the Donor.

3 DISTRIBUTIONS

3.1 Distributions to Global Organizations Created for Charitable Benefits

Foundation Assets shall be distributed by Silent Donor International, at its sole discretion, to organizations created for charitable benefits, which includes registered charities based around the world, and crowdfunding campaigns meant to serve charitable purpose. Notwithstanding the foregoing, individuals, and disqualified supporting organizations are not considered eligible to receive Distributions.

3.2 No Distributions to Donor; Other Prohibited Uses

Donors shall not be entitled, at any time, to any Distributions from the Foundation, including income, interest, or principal. No Distributions from the Foundation shall be used to discharge or satisfy a charitable pledge or obligation of any person, or to pay for goods or services of value received by Donor, by any spouse or relative of Donor, or by other individuals related to Silent Donor International.

3.3 Effect of Distributions

Once a Distribution is made by Silent Donor International, the funds constituting the Distribution shall no longer be subject to the rules, regulations, policies, or control of Silent Donor International. Silent Donor International makes no representations or warranties regarding such funds, once they are no longer under its control.

4 DONOR RECOMMENDATIONS

Silent Donor International is a not-for-profit foundation, organized and operated exclusively for charitable purposes. Donors may donate directly to Silent Donor International, and Silent Donor International’s independent board identifies specific projects to advance particular charitable goals, and distributes the funds to eligible organizations that are best positioned to accomplish the charitable objectives. Such recipients are selected at the discretion of Silent Donor International.

4.1 Advisory Privileges

Donor shall be entitled to make non-binding and non-compulsory recommendations regarding Distributions. Silent Donor International ordinarily endeavors to honor recommendations regarding Distributions to eligible charitable organizations, unless it has reason to believe that such recommendations, if followed, might be contrary to country-based regulations or other applicable law. For example, a Distribution shall not

unlawfully benefit Donor or another individual, and it shall not be part of a conduit to some other ineligible recipient.

Silent Donor International shall be entitled to disregard any recommendation made by Donor, to retain all or some of such funds rather than approving a Distribution, and/or to distribute all or some of the Foundation to a different charitable organization than the one that Donor recommends. Donor understands that, in accordance with these requirements, any recommendation shall be advisory only, shall not be binding upon Silent Donor International, and shall not be the sole criteria used by Silent Donor International in determining whether or not to make a Distribution.

4.2 Method of Recommendation

Donor must make any recommendations regarding Distributions at the time of making any contribution to the Foundation. Donor shall clearly indicate the amount to be distributed and the charitable organization that should receive the Distribution. Donors will not be able to make any contributions to the Foundation without simultaneously stating their recommendations regarding Distribution of such contributions.

4.3 Contributions without Recommendations

Should Silent Donor International inadvertently receive contributions without an accompanying recommendation, such contributions will be treated as donations directly to Silent Donor International for its direct operating costs and charitable activities, rather than as contributions to the Foundation.

4.4 Evaluating Recommendations

Silent Donor International may evaluate Donor recommendations according to the interests of Silent Donor International in fulfilling its charitable purpose. This includes, but is not limited to, ensuring that any Distribution complies with Silent Donor International's policies and guidelines relating to the operation of its Foundation, and that the charitable recipient is in compliance with applicable laws.

5 MAINTAINING THE Foundation

5.1 Establishment

The Foundation will be established upon Donor agreeing to the terms as stated herein, providing the information requested in order to establish the donation, and making Donor's first contribution to the Foundation.

5.2 Maintenance

In the event that the Donor's initial recommendation regarding Distributions made under Section 4.2 above is not followed by Silent Donor International for reasons including a disqualified recipient, Donor must make an alternative recommendation within twelve (12) months of the time making such contribution. If twelve (12) months pass without such alternative Donor recommendation regarding Distributions, then Silent Donor International will distribute any remaining Foundation Assets in accordance with Section 4.3 above. If the Foundation is closed, this Agreement is automatically terminated, and the Donor no longer has recommendation privileges.

5.3 Administrative Fees

Silent Donor International does not charge any fee for its administration and management of the Foundation, but outside vendor platform fees and payment processing fees may apply. Notwithstanding the foregoing, in the

event Donor makes a contribution by credit card payment and subsequently cancels the payment, Donor shall promptly pay in full any and all fees charged to Silent Donor International by a third party in connection with the cancelation of such Donor contribution, including, but not limited to, fees or charges charged by a bank, credit card company, or other similar third party.

6 TERM AND TERMINATION

6.1 Term

This Agreement shall remain in effect until or unless terminated by either Party in accordance with Section 6.2.

6.2 Termination

Silent Donor International may terminate this Agreement, with or without cause, at any time upon written notice to Donor. Donor may terminate this Agreement by notifying Silent Donor International in writing that Donor will not make any further contributions to the Foundation and relinquishes the right to make any further Distribution recommendations. Additionally, this Agreement will automatically terminate due to lack of Foundation activity as described above.

7 CLAIMS, LIABILITY, AND DISPUTE RESOLUTION

7.1 Indemnification

Donor shall indemnify and hold Silent Donor International harmless relating to any claims, causes of action, suits, losses, damages, costs, and expenses (including, without any limitation, all reasonable attorney fees) caused by or in connection with Donor's breach of this Agreement or gross negligence or willful misconduct.

7.2 Limitation of Liability

IN NO EVENT SHALL SILENT DONOR INTERNATIONAL BE LIABLE FOR ANY AMOUNT OF INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES, WHETHER BASED ON LOST REVENUE OR OTHERWISE, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

7.3 General Waiver of Claims

DONOR HEREBY IRREVOCABLY WAIVES ANY CLAIM AGAINST SPONSORING ORGANIZATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BASED ON ANY USE, MANAGEMENT, INVESTMENT, OR DISTRIBUTION OF DONOR CONTRIBUTIONS AND FOUNDATION ASSETS, WHICH ASSETS DONOR UNDERSTANDS NO LONGER BELONG TO DONOR ONCE A CONTRIBUTION HAS BEEN COMPLETED.

7.4 Arbitration

In the event of any dispute between the Parties arising out of this Agreement or the operation of the Foundation, the Parties agree to submit all such claims, disputes, or controversies to binding arbitration administered by the American Arbitration Association or by any other nationally recognized arbitration provider chosen by Silent Donor International. This shall be the sole legal remedy for any controversy or claim arising out of this Agreement or the operation of the Foundation. No Party shall bring any dispute under this Agreement to any court of law or chancery except to enforce an arbitration decision.

8 MISCELLANEOUS

8.1 Severability

If any part of this Agreement is held invalid, such provision shall be deemed severed from this Agreement, and the remainder of this Agreement shall remain in full force and effect.

8.2 Assignment

Silent Donor International may freely delegate duties and assign rights under this Agreement, including but not limited to reorganizing under a different charitable entity. Donor may not delegate any duties or assign any rights under this Agreement.

Amendment

Silent Donor International reserves the right, at Silent Donor International's sole discretion, to change, modify, or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the reasonable publication thereof.

8.3 No Waiver

No failure or delay by either Party in exercising any right, power, or remedy shall operate as a waiver of such right, power, or remedy.

8.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes any prior oral or written communication between the Parties, their affiliates, or agents.