

DECHOMAI FOUNDATION, INC.

Tax ID: 06-1676688

DONOR ADVISED FUND AGREEMENT for a CRYPTO DONATION

I. Irrevocable Donation

The Donor(s) irrevocably give _____ units of _____ (Asset) to Dechomai Foundation, Inc. ("the Foundation"), a public charitable organization as described in sections 501(c)(3) and 509(a)(3) of the Internal Revenue Code, contributions to which are deductible to the full extent permitted by law. The Donor(s) understand that this is an **irrevocable gift**, subject to the Foundation's policies, governing documents, and bylaws attached to this document, and incorporated by reference, as Exhibits A and B below.

II. Administration

The DAF will be administered by the Administrative Service Provider for the Foundation – Charitable Solutions, LLC – in accordance with this Agreement and the Foundation's Policies. This donation cannot be accepted if any of the required information below is not provided (*noted by "*"*).

<i>(legal owner(s) of the asset)</i>	Primary Donor	Joint Donor
	Mr. ___ Mrs. ___ Ms. ___ Dr. ___ Other ___	Mr. ___ Mrs. ___ Ms. ___ Dr. ___ Other ___
*Name:		
*Mailing Address:		
*City, State & Zip:		
*Phone #:		
*Email Address:		
*Social Security #:		

Please provide the legal name of the recommended charitable beneficiary, a specific fund name (if applicable, e.g., The Wayne Family Fund), and account number (if applicable and known) in the space provided below. If no fund name or charitable purpose is provided, the grant will be issued for the use of meeting "general operating expenses" at your named charity.

*Charity Beneficiary's Legal Name:	
For the benefit of: (Fund Name / Acct Number or Purpose)	
Charity's Contact Name	
Address/Phone/Email:	

All assets are irrevocably donated to Dechomai Foundation, Inc., and are legally controlled by Dechomai's Board of Directors. The Foundation, its agents, and vendors do not in any way act as agents of the Donor(s).

III. Expense & Responsibilities

The Donor(s) understands and agrees that the Foundation may withhold from donated cash or liquid assets, distributions from the Asset, or the proceeds from the sale of the Asset amounts from grants to the recommended charity for anticipated future fees, future liabilities, or other expenses that are unknown at the time the Foundation

makes the grant. Any excess of the amount withheld for such a fee, liability, or expense will be released for grant 31 days after the Foundation pays said fee, liability, expense, or tax.

The Donor(s) understands and agrees that the Foundation's retention of any and all funds extends to any such fee, expense or claim by a third party for any reason whatsoever arising at any time before, during or subsequent to the liquidation of the Asset by the Foundation and the grant of funds to a charity pursuant to the Donor Advised Fund Agreement between the Donor(s) and the Foundation. Such retention shall include, without limitation, the amount of any payment (s) made by the Foundation to satisfy any indemnification claim, cause of action, liability, or other obligation against the Foundation arising from its ownership, liquidation, or grant of the interest or the proceeds therefrom.

The Donor(s) understands and agrees that transactions involving cryptocurrency present a high degree of risk (including, but not limited to, the donation, maintenance, liquidation, deposit, and withdrawal of such currencies, whether cryptocurrency or fiat). The Donor(s) agrees that the Foundation, including its employees, principals, and agents, shall be held harmless for any loss associated with the donation, whether by theft or otherwise, and whether occurring during the transmission of assets to or from the Foundation or during any holding period.

_____(Initial(s))

IV. Dechomai Foundation Inc. Fees

The Foundation will assess an administrative fee of 1% of the appraised value of the donation up to a maximum fee of \$4,000, with a minimum fee of \$500 per donation. This fee may be adjusted in the Foundation's discretion based on the complexity, risk, and potential liability associated with the Asset.

I (We) hereby make the above-specified donation, understanding that it is an irrevocable donation to the Foundation. I (We) understand and agree that it is my (our) suggestion to have the Foundation grant to the charity named in Section II the full amount of this donation, net of fees, expenses, and any withholdings, 31 days after the sale and settlement of my (our) donation. I (We) have read, understand, and agree to the Foundation's Policies and relevant FAQs (attached, and incorporated by reference, as Exhibits A and B) and my (our) privileges and responsibilities therein. I (We) acknowledge that the Board of Directors of Dechomai Foundation, Inc. has exclusive and ultimate legal control and authority over my (our) donation, its investment, and its ultimately use for charitable purposes.

By signing below, the donor(s) acknowledges and agrees to each component of this Agreement.

Accepted and Agreed to:

**Dechomai Foundation,
Inc.**

Primary Donor

Joint Donor

By: _____

By: _____

By: _____

Authorized Officer

Name: _____

Name: _____

Date: _____

Date: _____

Date: _____

<u>Coin/Token</u>	<u>CoinBase Address (for deposits)</u>
Bitcoin (BTC)	3CMyV1xdKcyRPgMowd4rYSmYndhLaC85mu
Ethereum (ETH)	0x5eca96da0b7f0f07b3b11d0eafc0669ed7620e7e
XRP (XRP)	rfmqmRmHGv4Mna8kJRaAuywhTochU4Kars
Solana (SOL)	5hVxfjXUCoNtuMT2g6Mqa4HarGr6PXfPisrfUXiRDpj2
Cardano (ADA)	addr1vx4g9h80p8t483utvezwyulkf0zdlq9j2qkanjmsfwhfas3xzcpi



Exhibit A: Dechomai Foundation, Inc. Cryptocurrency FAQs and Policies

1. Who is Dechomai Foundation, Inc.?
 - a. Dechomai Foundation, Inc. (“Dechomai”) is a national donor-advised fund charity that specializes in accepting and liquidating noncash assets, including cryptocurrency. We receive referrals from many charities, including other DAFs, across the United States when a donor approaches them about giving an asset they cannot accept directly.
2. Can I make a gift of cryptocurrency to Dechomai to benefit another charity?
 - a. Yes! Since Dechomai is a donor-advised fund, we make grants of cash to eligible 501(c)(3) organizations, including other donor-advised funds, on a regular basis. Donors simply need to make a grant recommendation. Proceeds may be granted to a single-qualified charity.
3. What cryptocurrency can Dechomai accept?
 - a. Any coin or token which trades for US clients on Coinbase, including BTC, ETH, SOL, XRP, LTC, ADA, DOT, AVAX, and many others.
4. The crypto I want to donate isn’t included on the form – who do I contact to get the deposit address?
 - a. Contact Alexandra Sedor at alex@charitableolutionsllc.com.
5. Is my gift of cryptocurrency tax-deductible?
 - a. Yes, it is deductible to the extent permitted by law. Although we cannot give tax or legal advice, Dechomai is a public charity and will provide a donation acknowledgement letter for your contribution. The maximum tax deductions are generally received from long-term capital gain property (i.e., the token was acquired at least one year and a day before donating)
6. How do I know how much I get to deduct?
 - a. IRS requirements for noncash charitable contributions over \$5,000 require all donated assets other than cash or marketable securities to have a qualified appraisal to establish the value on the date of the gift.
7. What else do I need to claim the deduction on my taxes?
 - a. Donors typically need a qualified appraisal to substantiate the value of their gifts, along with a completed and signed IRS Form 8283 – please see IRS Publication 561 and consult with your tax advisor for more information.
8. How do I donate cryptocurrency to Dechomai?
 - a. Please send the crypto to the address listed on the donation paperwork for the cryptocurrency you wish to contribute. *Before sending your donation, please send a small test amount (50 USD worth of your crypto) before sending the balance of the coins, which Dechomai will confirm receipt of.*
 - b. If Dechomai receives 24-hour advance notice of the incoming donation test, it can confirm receipt within one hour of the test being deposited in Dechomai’s account, assuming the deposit is made between the hours of 9:00am and 5:00pm Eastern, Monday-Friday. Without advance notice, or if tests are sent outside of business hours, confirmation will be sent the following business day.
9. Can Dechomai also appraise my crypto donation?

- a. The IRS still requires a specific appraisal statement for charitable gifts of crypto, but Dechomai cannot both accept the donation *and* appraise it. If you need the contact info for a qualified appraiser, please let us know.

10. Will the donated cryptocurrency be sold right away?

- a. Dechomai's policy is to liquidate donated cryptocurrency assets at the soonest reasonably possible opportunity. Please contact us for any inquiries about holding cryptocurrency inside your Dechomai DAF.

11. When is the cash from the sale of my donated crypto available to grant to my preferred charity?

- a. Dechomai's board has a policy of making grants 30 days after the sale of donated assets, including cryptocurrency.

12. How will I know what the crypto was sold for, and how much cash is available to grant?

- a. After the sale of the coins, Dechomai sends donors a grant reconciliation, which will detail the sale proceeds (net of exchange fees), along with Dechomai's fee and the net USD available for the grant. This reconciliation is typically sent 1-2 weeks after the donation and sale.

13. Does Dechomai charge a fee for its gift acceptance and DAF administration?

- a. Yes, please see the DAF Agreement Section IV above for more details. In most cases, fees are paid from the sale proceeds of donated cryptocurrency, so donors do not need to pay Dechomai's fee directly.

Dechomai crypto and gift acceptance policies

Donors to Dechomai Foundation, Inc. (the "Foundation") agree and attest to the following:

- a. Due to the changing nature of these digital currencies and the fact that cryptocurrencies use decentralized control as opposed to centralized electronic money and central banking systems, not traceable by the Federal Reserve System, the Internal Revenue Service, or other government agencies, the Donor(s) certifies that 1) the economic value of this gift to the Foundation is derived from a lawful source, and 2) this gift is not the product of tax evasion or money laundering practices.
- b. While the principals or agents of the Foundation may have financial, tax, and legal backgrounds, we do not represent the Donor(s) in any way. Any information provided to the Donor(s) should be discussed with his/her financial, tax, or legal advisors. The Foundation and Charitable Solutions, LLC each disclaim any responsibility for the preparation and accuracy of Donor tax filings or Donor compliance with legal and tax requirements. Neither Charitable Solutions, LLC, nor the Foundation acts as a vendor or agent, nor receives or pays any direct or indirect fees from other charities or any affiliated companies/parties that will receive grants from this gift.
- c. The Donor(s) waive any claim or cause of action against the Foundation and Charitable Solutions, LLC, its Boards of Directors, officers, managers, members, employees, and their agents as they relate to personal income tax, legal or financial liabilities, or any damages, claims, losses, liabilities, or expenses which may result directly or indirectly from making this specific donation.
- d. The Donor(s) represents and warrants that he/she has the right to donate the above-listed Asset to the Foundation and that the Asset is free from all liens, encumbrances, or other claims.

- e. The Donor(s) represents and warrants that there are no restrictions on the transfer of the Asset that have not been remedied, including but not limited to waivers of any required board approvals, rights of first refusal and governmental approvals.
- f. The Donor(s) represents and warrants that he / she will not derive any “private benefit” – as defined by the Internal Revenue Service – from this donation. This donation may not directly or indirectly satisfy any legally binding pledge or other commitment made by the donor or a related party.
- g. The Foundation generally makes any recommended grants, after Trustees’ approval and net of any unreimbursed expenses, fees, and withholdings, thirty-one days after the Donor(s)’s recommendation. Sales proceeds that are delivered without reference to the asset of record will delay the payment of grant recommendations.

Because the Foundation owns all donated assets and any investment of the proceeds is directed by its Trustees, any interest earned on cash amounts received, whether from distributions, dividends, sales, or otherwise, into the Donor(s)’s fund will accrue to the Foundation and not to the Donor(s)’s fund.

Exhibit B: Policies and Guidelines

1.0 Dechomai Foundation, Inc. and Dechomai Asset Trust

Dechomai Foundation, Inc. and Dechomai Asset Trust (together, “Dechomai”) are federally- recognized 501(c)3 nonprofit organizations established to assist individuals and companies in making charitable donations of assets that have traditionally been difficult for many charities to accept – hereafter referred to as non-cash assets (defined in 4.4 & 4.5, below). Dechomai is recognized as a tax- exempt public charity as described in Sections 501(c)(3), 509(a)(1), and 170(b)(1)(A)(vi) of the Internal Revenue Code (IRC) of 1986, as amended. Dechomai’s operations are subject to the terms and conditions of Dechomai’s Articles of Incorporation and Declaration of Trust and these Policies & Procedures. Dechomai reserves the right to modify the terms of its governing documents or these Policies & Procedures at any time. Dechomai’s Board of Directors or Trustees will notify impacted parties of any material changes within 30 days.

2.0 Donations and Balances

Donations are irrevocable and unconditional. Once Dechomai accepts a donation, it is **not** refundable and becomes the legal property of Dechomai. Dechomai, through its Board of Directors, has ultimate authority and control over each account in its entirety. A donor may **not** impose any material restriction or condition that prevents Dechomai from freely and effectively employing the accounts and any donated assets for solely charitable purposes.

2.1. In the event there is no account activity or donor contact for a period of two years after the assets become liquid, these funds will be added to the Dechomai Director’s Account that makes donations to charities selected by Dechomai’s Board of Directors.

2.2. As soon as prudent, Dechomai will liquidate with a goal of achieving the highest price reasonably possible or distribute in-kind to a qualifying charitable organization all donated assets. Dechomai will undertake reasonable efforts to keep the donor informed throughout the process. Notwithstanding the above, to remain tax compliant, Dechomai must have the final decision on the disposition of the asset and, as such, retains the sole right and discretion to determine any final sale terms and price or terms of any distribution or exchange of the asset.

3.0 Timing of Donations

A charitable donation is usually considered complete for tax purposes when the donated property is beyond the donor's control and when it is under the absolute control of the charitable grantee (Dechomai).

3.1. Any illiquid asset donations are generally considered complete when the property has been assigned/deeded to the charity, and the appropriate forms have been executed properly to validate the transfer.

3.2. Dechomai will provide an acknowledgment letter for the donations, suitable for substantiating the gift and meeting the IRS guidelines for the donor's tax return, recognizing the date Dechomai acquired control of the donated asset.

4.0 Investing Donations

4.1. Changes in market values may cause the value of illiquid investments to be worth more or less than the value of the original donation to Dechomai.

5.0 Donors

5.1. Donors, as fund advisors, or their successor advisors, have the authority to recommend grants to charitable organizations.

5.2. In general, individual donors can claim an itemized tax deduction for charitable cash donations in an amount up to 60% of adjusted gross income (AGI) in the tax year when the donations are made. Deductions for donations of securities, mutual fund shares, real estate, and many other illiquid assets held for more than one year by the donor are generally deductible at full, fair market value, but the deduction is limited to 30% of AGI per year. Any excess donation may be carried forward and deducted in the five-year period following the year of the donation. For donations of securities or mutual fund shares held for one year or less, the deduction is generally limited to the security's basis up to 50% of AGI. A donor's ability to deduct itemized deductions may be subject to further limitations depending upon the donor's specific tax situation. Special deduction limitations may apply to donations of tangible personal property. Neither Dechomai, its employees, nor its agents have offered or will ever offer tax, financial, or legal advice to donors. In every situation, including evaluating these policies, donors are encouraged to seek their own independent counsel. Donors may be required to obtain a qualified appraisal from a third-party appraiser or valuation firm to substantiate their donation's value for tax purposes.

5.3. Donations to Dechomai are not part of a donor's taxable estate and are not subject to estate taxes or probate. Similarly, balances in an account may not be bequeathed to any person or organization. Donors may, however, appoint a successor advisor to their specific donor advised fund.

6.0 Grants

6.1. Donors can recommend grants to charitable organizations by completing a Grant Recommendation Form or by another form of recommendation that Dechomai deems acceptable. If Dechomai approves the recommendation, it will distribute the grant to the donor's suggested charitable organization. Dechomai may, in its sole judgment and discretion, withhold all or some portion of the amount available to grant if there is an outstanding and undetermined tax, legal, or financial liability.

6.2. Grants will be made only to U.S. charitable organizations that are tax-exempt public charities, or to U.S. state or local government organizations qualified to receive tax-deductible charitable donations, including colleges or universities.

6.3. Dechomai will not approve recommendations that are directed to: foreign charitable organizations; organizations that support lobbying, political campaigns, or other political activities; fulfill a donor's legally-binding

pledge; provide private benefit to the donor or any other related individual; to any charities on the terror watch list; a private foundation (except in limited circumstances); or for any purpose not entirely charitable. Grants may not be used for: school tuition; to support fund-raising dinners; to buy tickets to charitable events, concerts, auctions, or other benefit functions where the donor would receive any value for the gift (i.e., meal, service, product, etc.).

6.4. Dechomai will notify the donor in writing when grants are distributed from the account. This written notification will be for informational purposes only and should not be construed as representing a charitable deduction for the donor. The donor's charitable deduction, if any, is due to the original donation to Dechomai.

6.5 Dechomai will take corrective action or appropriate legal action if it discovers that grants have been made for improper purposes. This includes notifying the appropriate governmental authorities, as the Dechomai Board deems appropriate.

6.5. Dechomai makes grants via wire, electronic transfer of funds, check, or in-kind transfer and will follow the transfer with a letter or email to the charity that recognizes the donor, unless the donor wishes to remain anonymous. Donors may not act as intermediaries in the delivery of grants unless the Board of Directors specifically approves.

7.0 Correspondence

7.1 All tax, substantiation, and compliance correspondence will be sent to the donor, unless Dechomai is instructed otherwise.

7.2 Dechomai will send a receipt as described in 4.6 above to the donor-provided account address (or electronic address) within 10 business days. The IRS requires that the donor, not the charity, substantiate the gift's value for tax purposes. Donors should always consult their tax advisor before claiming any value for a donation. No information contained in this document, or any document provided by Dechomai, should be relied upon as tax advice.

7.3 Confidential or sensitive information received by Dechomai, its agents, or employees from a donor or donor's agent while conducting official business shall be maintained with the degree of confidentiality and/or sensitivity imposed by the providing party. All employees of Dechomai recognize the sensitive nature of the data maintained by Dechomai and will keep it in the strictest confidence. Any purposeful release of that data by an employee will be considered a violation of Dechomai's policy and may result in a termination of his/her employment and/or legal action.

7.4 Protection of donor information and responsible use of said information is a foundation of Dechomai's relationship with its donors. Dechomai, its agents, or employees may receive personal information about donors and/or donors' fund advisors, spouses, and any successor advisors, including but not limited to the following:

Name	Email address
Address	Tax records
Social Security Number	Financial records
Phone number	

7.5 Dechomai can and generally does receive this information either directly from the donor or the donor's agent. Dechomai uses this information to analyze proposed donations, process donations, and to comply with applicable governmental rules, regulations, and orders. Dechomai does not sell or otherwise distribute this information. Dechomai will not disclose this information without the consent of the donor or donor's agent, except to the extent required to comply with governmental rules, regulations, or orders. Donor information may

be retained for audit and tax purposes. Dechomai reserves the right to amend this privacy policy, and donors will be notified of any material changes.

8.0 Fees and Expenses

8.1 Dechomai incurs administrative expenses in operating as a charitable organization and levies a fee/donation based on the assets in each account. Dechomai's Board of Directors reviews and approves administrative fees annually. These one-time administrative expenses are applied as a percentage of non-cash assets as follows:

- 1% of the appraised value per crypto donation, up to a maximum fee of \$4000
- \$500 minimum fee per donation

8.2 All fees are assessed on the greater of the appraised value or gross sales price and are deducted from liquid funds or at the time of settlement. Donations of crypto valued at more than \$400,000 will be priced on a different schedule.

8.3 These fees may be reduced or increased based on the complexity and holding period of the particular asset. The Memo of Understanding will outline the final fee for each donation and will supersede the fee schedule above. This final fee/donation includes all operations and functions of the Dechomai Foundation such as gift design, tax support, personal property inspection, lease review, environmental appraisals, legal counsel, asset transfer, marketing expenses, asset management expenses (liability insurance, property insurance, taxes, etc.), settlement costs, accounting costs, grantee due diligence, and grant processing. The Dechomai Foundation does not expect to receive any other operating support beyond these fees. Since its inception in 2003, these fees have averaged less than 1.7% of total contributions each year, with approximately half being used for unrestricted purposes. Total operating fees have been less than 1% annually.

Fund Structure and Service Agreements. The Dechomai Foundation and Dechomai Asset Trust are tax-exempt public charities as described in Sections 501(c)(3), 509(a)(1), and 170(b)(1)(A)(vi) of the Internal Revenue Code of 1986, as amended. Members of Dechomai's Board of Directors and Trustees are independent of any vendor or service provider that may from time to time provide services to Dechomai. This Board and the Trustees have full discretion over any and all of Dechomai's activities. Should the Board or the Trustees determine that it is necessary to dissolve Dechomai, the Board or the Trustees reserves the right to reassign investments held in all accounts to the Dechomai Director's Account and distribute its net assets to qualified charitable organizations. Dechomai will fully indemnify the Board of Directors and the Trustees against any liability allowed by law and will purchase insurance policies on behalf of Dechomai and its Directors or Trustees as is deemed prudent. Dechomai has entered into an administrative service agreement with Charitable Solutions, LLC, to perform administrative, record-keeping, management, marketing, and other services. The services performed under this agreement are provided for an hourly rate at fair market value, as determined by the Directors or Trustees. Either party may terminate the agreement with a 90-day written notice with or without cause. Dechomai will also indemnify and hold harmless Charitable Solutions, LLC, from any claims, losses, liabilities, or expenses, except as they may arise from negligence or willful misconduct in the performance of their duties on behalf of Dechomai.