Virtù

PLEDGE AGREEMENT

This Agreement ("Agreement") is entered into by, on the one hand, The Virtù Project, an official student organization of Indiana University with a mailing address at Indiana University, Wylie Hall Room 247, Bloomington, Indiana 47405 ("Virtù"), and, on the other hand, ___________________________________, with a place of business at ____ ("Donor").

WHEREAS, Virtù's purpose is to incorporate students' passion for helping others with their education through a mock investment portfolio intended to raise money for non-profit organizations;

WHEREAS, Virtù desires to further its purposes described above by seeking out and building relationships with donors, garnering pledges, entering into donor contracts, collaborating with experienced investors and professors, developing ethical investment strategies, analyzing and tracking stocks, and preparing reports and keeping an accurate record of performance—all for Virtù's mock investment portfolio;

WHEREAS, Virtù desires to partner with donors who share Virtù's purposes and goals, and to provide tax and other benefits to those donors;

WHEREAS, Donor shares Virtù's goals and wishes to provide a tax-deductible contribution to further Virtù's educational and charitable purposes;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which the parties acknowledge, the parties agree as follows:

1. Donor's Mock Pledge. Donor pledges ________________________ ($____________) for investment in Virtù's mock investment portfolio (the "Mock Pledge"). The parties understand that Donor's Mock Pledge is not an actual pledge of money, but rather is a fictitious amount of money that will be invested by Virtù in a fictitious investment portfolio. The parties further understand that Donor's Mock Pledge will be used to calculate an amount of money that Donor will actually donate to the parties' designated charity, as set forth in this Agreement.

2. The Virtù Fund. Virtù will invest Donor's Mock Pledge in Virtù's mock investment portfolio (the "Virtù Fund"), and will track and report the performance of the Virtù Fund according to the guidelines set forth in Appendix 1 to this Agreement.

3. Donor's Donation. On December 1, 2010 (the "Termination Date"), Virtù will calculate and report to Donor (1) the final performance of the Virtù Fund for the period of Donor's Mock Pledge, and (2) the amount of money that Donor will donate to the parties' designated charity based on the performance of the Virtù Fund (the "Donation"). The performance of the Virtù Fund and the amount of Donor's Donation will be calculated according to the guidelines set forth in Appendix 1 to this Agreement. The parties agree and acknowledge that nothing in this Agreement will require Virtù to donate or otherwise pay any sum of money to any person or entity (including but not limited to Donor and/or the Designated Charity) for any reason, including but not limited to a negative rate of return for the Virtù Fund.

4. Designated Charity. Donor's Donation will be paid directly from Donor to the Timmy Foundation, a non-profit global health organization with a place of business at 22 East 22nd Street, Indianapolis, Indiana 46202 (the "Designated Charity"). The parties do not intend to create or confer any rights on the Designated Charity as a third-party beneficiary of this Agreement. To the contrary, the parties may designate a new non-profit organization as the Designated Charity at any time, and for any reason, provided that both parties agree to the change in a written instrument signed by each party to this Agreement.

5. Time and Form of Donation. Donor will pay its Donation to the Designated Charity no later than January 15, 2011. Donor will pay its Donation to the Designated Charity in one lump some payment.

6. Tax Documentation. Virtù will take all reasonable steps to assist Donor in obtaining from the Designated Charity any documentation necessary for Donor to receive any available tax benefits from Donor's Donation, including but not limited to tax deductions or credits. However, Donor acknowledges that Virtù is under no obligation to ensure that such documentation is ultimately provided, and that the Designated Charity has the ultimate responsibility for providing such documentation.

7. Applicable Law. This Agreement is governed solely by, and construed solely in accordance with, the laws of the State of Indiana and any applicable federal law, irrespective of any conflict-of-law issues. The parties irrevocably consent and submit to the jurisdiction of Indiana state courts and/or the U.S. District Court for the Southern District of Indiana as the sole jurisdiction for resolution of any dispute involving or relating in any way to this Agreement (except for appeals).

8. Waiver of Breach. Failure of any party to require the performance of any term in this Agreement, or the waiver by any party of any breach of this Agreement, will not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

9. Severability. If any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severable, and the remainder of this Agreement will remain valid and enforceable unless such invalidity or unenforceability tends to substantially deprive any party of the benefits to be provided to it by this Agreement, in which

case the deprived party will have the option of enforcing or terminating the Agreement.

10. Entire Agreement. This Agreement, including all appendices, constitutes the entire agreement and understanding between the parties, and supersedes any prior agreements, negotiations, or understanding between or among the parties relating to the subject matter of this Agreement. This Agreement may not be amended or changed in any way, except by a written instrument signed by each of the parties.

11. Authority to Contract. Each party warrants and represents that the person signing this Agreement has full power and actual authority to enter into this Agreement and to bind its respective directors, officers, agents, employees, representatives, subsidiaries, parents, affiliates, assigns, related companies, and successors to the Agreement.

12. Voluntary. This Agreement is signed voluntarily and without any duress or undue influence on the parties or their officers, employees, agents or attorneys, and no party is relying on any inducements, promises, or representations made by any other party or any of its officers, employees, agents or attorneys other than as set forth in this Agreement.

13. Execution. This Agreement may be signed using one or more counterparts, each of which when signed will be deemed to be an original and all of which when taken together will constitute one and the same agreement. This Agreement will be enforceable upon the exchange of facsimile or electronically scanned signatures and will be effective on the date of the last signature.

On behalf of THE VIRTÙ PROJECT: ________________________ **Signature** ________________________ **Printed Name** ________________________ **Title** ________________________ **Date**	**On behalf of DONOR:** ________________________ **Signature** ________________________ **Printed Name** ________________________ **Title** ________________________ **Date**

APPENDIX I

1. **Measuring Performance.** Virtù will track the performance of its portfolio on a continual basis. Starting on December first of each year, Virtù will begin investing in its mock portfolio based upon the allocation standards set forth in Virtù's investment policy statement. Performance will be measured based upon the total earnings of the portfolio. There will be no distinctions made based upon where specific monies have been allocated; Donor will be responsible for the percentage earnings of the fund as a whole.

2. **Reporting Performance.** Virtù will provide Donor with one (1) progress report and one (1) final report over the course of the investment period. Virtù will provide the first progress report in early May of the investment period, and the final report will be provided at the end of the investment period in December. The reports provided to Donor will include a listing of all holdings of the fund as well as the fund's total earnings to date.

3. **Calculating Donation.** Following the conclusion of the investment period, Donor will pay the percent earned on their pledge directly to the Timmy Foundation. The percent earned will be calculated based upon the performance of the entire fund, not any of its individual holdings; there will be no distinctions made based upon where Donor's money has been specifically allocated. Donation will also be calculated based upon the entire donation period. In the event that Donor should enter into this agreement anytime after the investment period has already opened, their pledge will not be used to purchase more holdings for the fund, but Donor will still be responsible for the amount that this pledge would have earned had it been distributed equally within the fund.

4. **Maximum Donation.** Regardless of the performance of the fund, Donor will not be held accountable for any returns in excess of fifteen percent (15%) of the pledged capital. In the event that Virtù does yield over a 15% return, Donor will be notified of all final earnings, but will be required to pay only 15% of the amount pledged.