

Public Offer for Donations for Charitable Purposes

This Public Offer for Donations for Charitable Purposes (hereinafter referred to as the Offer) is intended for an unspecified circle of individuals (hereinafter referred to as the Donor) who are visitors to the official website of the Charitable Organization Nadia's Vovk Charitable Foundation "Berehynia" (the "Organization") on the Internet at <https://berehynia.org> (the "Website") and wish to make a charitable donation within the meaning of this Public Offer (the "Charitable Donation Agreement"), hereinafter collectively referred to as the Parties and individually as the a Party.

The text of the Offer is an official proposal of the Charitable Organization Nadia's Vovk Charitable Foundation "Berehynia", duly represented by Director Illia Leonidovych Yanitskyi, acting under the Articles of Incorporation, to enter into a charitable donation agreement (the "Agreement"), the essence of which is set out below.

1. Terms and Definitions

1.1. Public Offer shall mean a current offer of the Organization posted on the Website to make a charitable donation addressed to an unlimited number of persons, including the Donor.

1.2. Acceptance shall mean the full and unconditional acceptance of the Public Offer by taking actions to make a money transfer using the payment forms and means posted on the Website, as well as by transferring funds to the Organization's current account through bank institutions. The moment of Acceptance shall be the date of crediting funds to the bank account of the Organization.

1.3. Charitable Donation shall be a free-of-charge transfer of funds by the Donor to the Organization to achieve certain, previously agreed upon goals of the Organization in accordance with the Agreement and the Law of Ukraine *On Charitable Activities and Charitable Organizations*.

2. Subject of the Agreement

2.1. The subject of this Agreement shall be a free and voluntary transfer of funds from the Donor to the Organization by way of voluntary donations for the implementation of the statutory goals and activities of the Organization, as well as for the provision of charitable assistance by the Organization in accordance with the Law of Ukraine *On Charitable Activities and Charitable Organizations*, the Foundation's programs.

2.2. The amount and size of charitable donations shall be determined by the Donor at its sole and absolute discretion.

2.3 The fulfillment of the terms of the Offer by the Parties is not intended to generate profit or any benefits for either Party.

2.4. The Parties affirm that the Parties profit (directly or indirectly) is not the subject of the Offer.

2.5. Acceptance of this Public Offer by the Donor shall be made by making a Charitable Donation.

3. Acceptance of the Offer

3.1 Acceptance of the Offer (Acceptance of the Terms of the Offer) shall mean that the Donor agrees with all its provisions, he/she is fully aware of and agrees with the subject of the Agreement, with the purpose and objectives of the public collection of charitable donations and with the right of the Organization to use part of the Donor's Charitable Donation for the administrative expenses of the Organization, in the amount not exceeding that provided for by the laws of Ukraine.

3.2. Having regard to Articles 207, Part 2 of Article 639, Articles 641, 642 of the Civil Code of Ukraine, the Donor and the Organization agree that from the moment of Acceptance of the Offer the Charitable Donation Agreement shall be considered concluded.

3.3. The Parties agree that the failure of the Parties to comply with the written form of the Charitable Donation Agreement does not mean its invalidity.

4. Rights and Obligations of the Organization

4.1 The Organization shall be entitled to:

4.1.1. Receive Charitable Donations and use them in accordance with the terms of the Offer and the Charitable Donation Agreement.

4.1.2. Change the directions of use of the charitable donation within the framework of the Statutory Activities of the Organization.

4.1.3. Use part of the charitable donation for the administrative expenses of the Organization, without the consent of the Donor, in the amount not exceeding the amount provided for by the legislation of Ukraine.

4.2 The Organization shall be obliged to:

4.2.1. Create the conditions necessary for the Donor to make a Charitable Donation in accordance with the terms of the Offer.

4.2.2. Use the received charitable donations to achieve the goals set forth in the Articles of Incorporation of the Organization.

4.2.3. Keep confidential information (including personal data) received from the Donor, shall not transfer it to third parties without the consent of the Donor, except as provided for in the Offer and the applicable laws of Ukraine.

5. The Rights and Obligations of the Benefactor

5.1. The Benefactor shall be obliged to:

5.1.1. Transfer a voluntary charitable donation to the Organization's account in the manner specified in the Agreement.

5.1.2. Apply to the Organization to receive a report on the use of charitable donations by the Organization.

5.2. The Benefactor shall be obliged to:

5.2.1. Read in detail and carefully all the terms and conditions of the Offer and accept them when making a charitable donation, as well as all additional rules governing the relations of the Parties under the Offer.

6. Place and Terms of Receiving the Charitable Donations

6.1. The public collection of donations shall be carried out in any country of the world in the manner prescribed by Article 7 of the Law of Ukraine *On Charitable Activities and Charitable Organizations*. The Organization's direct activities related to the public solicitation of donations under the Agreement shall be carried out at the location of the Organization.

6.2. The public solicitation of donations shall continue until the liquidation of the Organization, unless another period is determined by the Organization.

7. Procedure for Making a Charitable Donation

7.1. The Organization shall provide the Benefactor with the opportunity to make a Charitable Donation by electronic payment on the Website, by transferring funds to the Organization's bank account (through a payment service). The Benefactor chooses the payment format at his/her own discretion: one-time or regular (with the possibility to cancel regular payments at any time).

7.2. The payment shall be recognized as made by the Benefactor at the moment of confirmation of a successful transaction by the bank or payment system. All expenses related to the transfer of the donation shall be borne by the Benefactor.

7.3. A charitable donation paid by the Benefactor shall be non-refundable under any circumstances.

8. Procedure for Using the Charitable Donations

8.1. The Charitable Donations collected under the Agreement shall be used in accordance with the purposes of the statutory activities of the Organization. The Organization shall dispose of the Charitable Donations at its sole and absolute discretion. The Charitable Donations received by the Organization shall not be refunded. The Parties liability for breach of the terms of this Agreement or the procedure for using the Charitable Donations shall be provided for by the applicable laws of Ukraine.

8.2. The Benefactor or persons authorized by the Benefactor shall have the right to control the intended use of the Charitable Donation.

8.3. Procedure for general access to the Organization's financial statements:

Access to the Organization's shall be is provided by contacting the Organization at the email Berehynia.foundation@gmail.com, indicated on the Website: <https://berehynia.org>. Other information shall be provided by the Organization in the manner and within the terms provided for by the legislation of Ukraine.

9. Liability of the Parties

9.1. In case of failure to fulfill or improper fulfillment of their obligations under the Offer, the Parties shall be liable in accordance with the applicable laws of Ukraine and the terms of this Offer.

9.2. The Organization shall not be liable in case of actions/inactions of third parties, as a result of which the Organization could not fulfill its obligations under the Offer.

10. Confidentiality and Protection of Personal Data

10.1. By making the Acceptance, the Benefactor confirms that he/she is aware of and agrees to the collection and processing of personal data.

10.2. The Organization collects and processes the Benefactor's personal data in order to fulfill its obligations under the Offer and in accordance with the Law of Ukraine *On Personal Data Protection*.

10.3. The Benefactor agrees that after entering information about himself/herself when making a Charitable Donation, subscribing to the Organization's news on the Website, he/she may receive reports on the results of public meetings and the use of charitable donations by the Organization, letters and communications, including advertising.

10.4. The Organization shall not disclose the e-mail and other information about Benefactors to third parties, except as provided by the applicable laws of Ukraine.

10.5. The Organization shall not be liable for the disclosure of personal data that occurred due to illegal actions of third parties or if such disclosure occurred with the consent of the Benefactor.

11. Term of the Offer. Procedure for Making Amendments and Additions

11.1. The Public Offer shall enter into force from the moment it is posted on the Website and is valid until the liquidation of the Organization, unless another term is determined by the Organization. The provisions of this clause shall also apply to additions (amendments) to the Offer.

11.2. The Organization shall have the right to change the terms of the Public Offer without the consent of the Benefactor. The Organization reserves the right to unilaterally amend the terms of the Offer at any time, without any restrictions, by publishing a new version of the Offer on the Website.

11.3. The shall be obliged to independently monitor changes in the terms of the Offer by familiarizing himself with the current new (current) version on the Website.

12. Dispute Resolution Procedure

12.1. Disputes and differences arising from the execution of the Charitable Donation Agreement concluded under the terms of the Offer shall be resolved through amicable negotiations in writing.

12.2. The claim shall be submitted to the Party in writing by sending a registered letter with acknowledgment of receipt within a period not exceeding ten (10) calendar days from the date of occurrence of the remarks that serve as a ground for the dispute or difference. The claim shall be considered within 10 (ten) calendar days counted from the date of its delivery to the Party to which it is addressed.

12.3. If the Parties fail to reach an agreement during the negotiations in writing, the dispute shall be considered in accordance with the procedure provided for by the applicable laws of Ukraine.

12.4. On all other issues not covered by this Offer, the Parties shall be governed by the applicable laws of Ukraine.

13. Force Majeure

13.1. The Parties shall be released from liability for failure to fulfill or improper fulfillment of obligations under the terms of the Offer, if the said failure to fulfill is the result of circumstances of insuperable force and their consequences, in particular, fires, epidemics, floods, earthquakes or other natural disasters, war and hostilities, strike, sabotage, accident, mass disorder and riots, quarantine restrictions, acts of public authorities or administration, international sanctions, etc, that directly affect the execution of the Agreement and arose after its conclusion. In this case, the term for fulfillment of obligations under such Agreement shall be extended for the duration of the said circumstances and their consequences.

13.2. A Party that is unable to fulfill its obligations under the Agreement due to force majeure and its consequences shall notify the other Party in writing within 15 days of the onset or cessation of such circumstances, as well as provide documentary evidence of their occurrence and existence.

13.3 Failure to notify or untimely notification of the force majeure shall deprive the relevant Party of the right to refer to these circumstances as exempt from liability. The Organization may be notified of the occurrence of force majeure, inter alia, by posting relevant information on the Website.

13.4. The existence and duration of force majeure shall be evidenced by certificates issued by the authorized public authorities of Ukraine.

14. Information about the Organization:

Charitable Organization Nadia's Vovk Charitable Foundation "Berehynia"

EDRPOU code: 44737912

Address: 16/15 Oleksy Tykhoho Street, Kyiv, 03056, Ukraine

a/c UA413052990000026004020124211

PRIVATBANK, JSC in Kyiv

MFO (bank code): 305299

Non-VAT payers