

## Public offer of non-refundable financial assistance (charitable donation)

This offer is addressed to an indefinite number of individuals and legal entities (hereinafter referred to as

"Benefactor") - visitors to the website of the NGO "VOLUNTEER MOVEMENT TO HELP and/or the Charitable Organization "International Charitable Foundation "Mriya UA", on the Internet: <http://bfmriya.org.ua/> (hereinafter referred to as the Site), and is an official and public offer of the CHARITABLE ORGANIZATION "INTERNATIONAL CHARITY FOUNDATION "MIRIYA SA" (EDRPOU code 45159014) in the person of the Chairman Orlenko Oleksandr Olehovych and/or the PUBLIC ORGANIZATION "VOLUNTEER MOVEMENT TO HELP UKRAINIAN CHILDREN" (EDRPOU code 44835592), represented by the Head of the organization Anastasia Petrivna Orlenko, acting on the basis of the Charter (hereinafter referred to as the "Organization"), to conclude an agreement on the provision of (charitable donation) (hereinafter referred to as the "Agreement"), the subject and essential terms and conditions of which are set forth below:

### 1. Concepts and definitions used in the Agreement

1.1. Public offer (hereinafter referred to as the "Offer") is a valid offer of the Organizations posted on the joint website of the Organizations on the joint website of the Organizations <http://bfmriya.org.ua/> to provide a charitable donation aimed at an indefinite number of individuals and/or legal entities.

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

### 1.3. Irrevocable financial assistance (charitable donation)

- is a gratuitous transfer of funds by the Benefactor to the ownership of the Organization to achieve certain, previously agreed upon goals of the Organization, in accordance with the Agreement, the Law of Ukraine "On Public Associations", the Law of Ukraine "On Charitable Activities and Charitable Organizations", the Charters of the Organizations and information posted on the Website.

### 2. SUBJECT OF THE AGREEMENT

2.1. The subject matter of this Agreement is the free and voluntary transfer by the Donor to the ownership of the of funds to the Organizations by making voluntary donations for the implementation of the statutory activities of the Organizations. activities of the Organizations.

2.2. The Donor independently determines the amount of the charitable donation. The subject of this

The subject matter of this Agreement shall not be the receipt of profit directly or indirectly by any of the Parties to the Agreement.

### 3. ACCEPTANCE OF THE OFFER

3.1 By accepting the Offer, the Donor indicates that he/she agrees with all the terms of the Offer and understands and agrees that the Charitable Donation will be used to achieve the goals set forth in the by the Charters of the Organizations, which he/she can familiarize himself/herself with by sending a request to the following e-mail addresses: [volonter.ukraine22@gmail.com](mailto:volonter.ukraine22@gmail.com) and/or [bfmriya.ua@gmail.com](mailto:bfmriya.ua@gmail.com). In addition, by accepting the Offer, the Donor fully understands and agrees with the subject matter of the Agreement, the objectives and purpose of the public fundraising and confirms the right of the Organizations to use part of the Charitable Donation for administrative expenses of the Charitable Organization "INTERNATIONAL CHARITY FOUNDATION "MREAM UA" In accepting the Offer, this Agreement is concluded in writing in accordance with Articles 207, 639, 641 and 642 of the Civil Code of Ukraine. The Parties hereby agree that after Acceptance of the Offer, the failure to conclude this Agreement in the form of a separate document shall not entail invalidity of this Agreement.

### 4. RIGHTS AND OBLIGATIONS OF THE ORGANIZATION

4.1 Organizations have the right to:

- Receive Charitable Donations and use them in accordance with the subject matter and terms of this Agreement;

- Without the Donor's consent, change the areas of use of the donation within the statutory activities of the Organizations;

- Without the Donor's consent, use a part of the Charitable Donation for administrative expenses of the Charitable Organization "INTERNATIONAL CHARITY FOUNDATION "MREMIYA UA" Charitable Organization in the amount not exceeding the amount stipulated by the legislation of Ukraine.

4.2 Organizations are obliged:

- If the donation is used contrary to the purposes of this Agreement, return the funds to the to the Donor upon his/her written request;

- Provide information to the Donor on the funds used by the Organizations that were received from the Donor as from the Donor as non-refundable financial assistance (charitable donation).

### 5. RIGHTS AND OBLIGATIONS OF THE DONOR

- To control the intended use of the charitable donation;

- Upon written request, to have access to the financial statements of the Organizations;

- Receive additional information on the activities of the Organizations in the manner and within the time limits provided for by the by the legislation of Ukraine.

### 6. PLACE OF PUBLIC FUNDRAISING

6.1. Public fundraising is held in any country of the world. Direct activities of the of the Organizations related to the public fundraising under the Agreement shall be carried out at location of the Organizations.

### 7. FUNDRAISING PERIOD

7.1. The public fundraising shall continue until the goals set forth in the Charters are achieved, of which The Organizations will notify by posting relevant information on the Website.

### 8. PROCEDURE FOR USING CHARITABLE DONATIONS

8.1. The Charitable Donations collected under the Agreement shall be used in accordance with the objectives of the of the Organizations' activities. The Organizations shall dispose of the Charitable Donations at their sole discretion.

Charitable Donations received by the Organizations may be returned to the Donor only in cases provided for by the legislation of Ukraine. Liability of the Parties for Breach of this Agreement or the procedure for using the Charitable Donations shall be provided for by the current legislation of of Ukraine.

### 9. EXPENSES RELATED TO THE TRANSFER OF CHARITABLE DONATIONS AND GIFTS

9.1. Expenses related to the transfer of Charitable Donations (fees for transferring funds, taxes, fees, etc.) shall be borne by the Donor.

9.2 The Donor has the right to receive a gift for supporting the Organization. Among the gifts may be physical, which will be sent by the Organizations by Nova Poshta and/or another postal organization at the expense of the Recipient, as well as non-physical gifts, such as "Gratitude" or "Dedication". The list of of gifts offered by the Organizations is indicated on the Website.

### 10. ACCESS TO THE DONOR'S INFORMATION

10.1. The Donor, by making the Acceptance, confirms that he/she is familiarized with and agrees to the terms of of Annex No. 1 to this Agreement regarding the collection and processing of personal data.

10.2. The Donor agrees that after entering information about himself/herself during the Charitable Donation, subscription to the Organizations' news or registration on the Website to the e-mail address or contact phone number of the Donor, the Organizations may send letters and messages, including advertising, and in addition, the Organizations have the right, without the consent of the the Donor, to publish on the Site or in any media the surname, name and or the name of the Donor as the Benefactor of the Organization, unless the Donor notifies the Organization in writing notified otherwise in writing. At the same time, the Organization undertakes not to disclose the e-mail address and other information about the Donors to third parties, except as provided by the current by the current legislation of Ukraine.

Appendix No. 1

to the Agreement on the provision of non-repayable financial assistance (charitable donation)

CONSENT

to the processing of personal data

By accepting the public offer for the provision of non-refundable financial assistance (charitable donation), which is posted on the website <http://bfmriya.org.ua/>, in accordance with the Law of Ukraine "On Protection of Personal Data" of June 1, 2010, No. 2297-VI, I give my consent to the NGO

"VOLUNTEER MOVEMENT TO HELP UKRAINIAN CHILDREN" and the CHARITY ORGANIZATION "INTERNATIONAL CHARITY FOUNDATION "DREAM UA" (hereinafter referred to as the Organization) for the processing and use in the prescribed manner of the personal data provided by me

procedure of the personal data provided by me.

By accepting the public offer for the provision of non-refundable financial assistance (charitable donation), which is posted on the official joint website of the Organizations: <http://bfmriya.org.ua/>, I confirm that I have received a notification about the inclusion of my personal data in the database

personal data for the purpose of implementing the statutory activities of the Organizations, involving persons in the activities in accordance with the Charters of the Organizations and the legislation of Ukraine, as well as information about the rights defined by the by the Law of Ukraine "On Personal Data Protection".