**The contract of public offer on the provision of a charitable contribution**

This Public Offer for charitable donations (hereinafter - the Offer) is aimed at an undefined circle of individuals (hereinafter - the Benefactor) who are visitors to the official websitePublic organization "Platform of Eco-Energy Initiatives"(hereinafter - the "Organization"), on the Internet at the link<https://www.peei.org.ua/>(hereinafter referred to as the "Site") and wish to make a charitable donation within the meaning of this public offer (hereinafter referred to as the Charitable Donation Agreement), collectively referred to in the text of the Offer as the "Parties", and each individually as a "Party".

The text of the Offer is an official offerPublic organization "Platform of Eco-Energy Initiatives", in personSerhii Oleksiyovych, Head of the Board of Directors of Hladyshko, acting on the basis of the Charter, to enter into an agreement on a charitable contribution (hereinafter referred to as the "Agreement"), the essence of which is set out below.

1. **Definitions and concepts**

1.1. Public offer - a valid offer of the Organization, posted on the Site, to provide a charitable contribution, addressed to an unlimited number of persons, including the Benefactor.

1.2. Acceptance - 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 Site, as well as by transferring funds to the Organization's current account through bank institutions. The moment of Acceptance is the date of crediting the funds to the Organization's bank account.

1.3. Charitable donation is a free transfer of funds by the Benefactor into the ownership of the Organization for the achievement of certain, predetermined activity goals, in accordance with the Agreement and the Law of Ukraine "On Charitable Activities and Charitable Organizations".

1. **Scope of the contract**

2.1. The subject of this agreement is the free and voluntary transfer of funds from the Benefactor to the Organization, by making voluntary donations for the implementation of the Organization's statutory goals and activities, as well as for the Organization's provision of charitable assistance in accordance with the Law of Ukraine "On Charitable Activities and Charitable Organizations", the Organization's programs.

2.2. The Benefactor determines the volume and size of charitable donations at his own discretion.

2.3. The fulfillment of the terms of the Offer by the parties is not intended to obtain profit or any benefits for any of the parties.

2.4. The Parties confirm that profit-making (directly or indirectly) by the Parties is not the subject of the Offer.

2.5. The Benefactor's acceptance of this Public Offer is carried out by paying the Charitable Donation.

1. **Acceptance of the Offer**

3.1. Acceptance of the Offer (acceptance of the terms of the Offer) means that the Benefactor agrees with all its provisions, he is familiar with the Charter of the Organization, which is posted in electronic form on the Website of the Organization, he is fully aware of and agrees with the subject of the Agreement, with the purpose and goals of the public collection of charitable donations and with the right of the Organization to use part of the Benefactor's Charitable Donation for the Organization's administrative expenses, in an amount not greater than that provided for by the legislation of Ukraine.

3.2. Benefactor and the Organization, guided by Art. 207, Part 2 of Art. 639, Art. 641, 642 of the Civil Code of Ukraine, agree that from the moment of Acceptance of the Offer, the Charity Donation Agreement is considered concluded.

3.3. The Parties agree that non-compliance by the Parties with the written form of the Charitable Donation Agreement does not mean its invalidity.

1. **Rights and obligations of the Organization**

4.1. The organization has the right 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. To change directions of use of a charitable donation within the scope of the Organization's statutory activities.

4.1.3. To use a part of the Benefactor's donation for administrative expenses of the Organization, without the consent of the Benefactor, in an amount not greater than that provided for by the legislation of Ukraine.

4.2. The organization is obliged to:

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

4.2.2. To use the received charitable donations to achieve the goals stipulated by the Organization's Charter.

4.2.3. To keep confidential information (including personal data) received from the Benefactor, not to transfer it to third parties without the consent of the Benefactor, except for the cases established by the Offer and the current legislation of Ukraine.

1. **Rights and obligations of the Benefactor.**

5.1. The benefactor has the right:

5.1.1. Transfer the voluntary charitable donation to the account of the Organization in the manner specified in the Agreement.

5.1.2. Contact the Organization to receive a report on the Organization's use of charitable donations

5.2. The benefactor is obliged to:

5.2.1. Thoroughly and carefully familiarize yourself with all the rules and conditions of the Offer and accept them when making the payment of a charitable donation, as well as all additional rules regulating the relations of the Parties in accordance with the Offer.

1. **Place and terms of receipt of charitable donations**

6.1. Public collection of donations is carried out on the territory of any country in the world in accordance with the procedure provided for in Art. 7 of the Law of Ukraine "On Charitable Activities and Charitable Organizations". The direct activity of the Organization related to the public collection of donations under the Agreement is carried out at the location of the Organization.

6.2. The public collection of donations continues until the moment of liquidation of the Organization, unless another term is determined by the Organization.

1. **The procedure for making a charitable donation.**

7.1. The organization provides the Benefactorthe possibility of paying the Charity donation by electronic payment on the Site, by transferring funds to the bank account of the Organization:

**Details for making charitable donations within Ukraine in hryvnias:**

*Public Organization "Eco-Energy Initiatives Platform"*

EDRPOU code 45068741

IBAN UA893348510000000026002234362

JSC "PUMB" in Brovary, MFI334851

* Purpose of payment: Charitable donation.

**Details for making charitable donations from outside Ukraine:**

* From the USA:

Details of client accounts at JSC "PUMB"

Client: Public Organization "Eco-Energy Initiatives Platform"

Ident. Code: 45068741

In US dollars (USD)

|  |  |
| --- | --- |
| Intermediary  Intermediary bank | The Bank of New York Mellon  SWIFT: IRVTUS3N  or/or  JPMorgan Chase Bank NA\*  SWIFT: CHASUS33 |
| Beneficiary's bank  Recipient's bank | FIRST UKRAINIAN INTERNATIONAL BANK  SWIFT BIC: FUIBUA2X |
| Beneficiary  Recipient  Name  IBAN | Hromads'ka organization  "Platforma Eko-Enerhetychnykh Initsiatyv"  UA893348510000000026002234362 |
| Address of the beneficiary is the recipient  The address of the beneficiary is the recipient | 23B, 170, Symona Petlyury str., Brovary city, 07406, Kyiv region, Ukraine. |
| Address of the recipient's bank  The address of the recipient's bank | 4, Andriivska str., Kyiv, 04070, Ukraine |

Please note that when transferring money, it must be marked as: Charitable donation for the Public Organization "PEEI"

Details of client accounts at JSC "PUMB"

Client: Public Organization "Eco-Energy Initiatives Platform"

Ident. Code: 45068741

To Euro (EUR)

|  |  |
| --- | --- |
| Intermediary  Intermediary bank | Commerzbank AG, Frankfurt am Main, Germany  SWIFT: COBADEFF or/or  Landesbank Baden-Wurttemberg, Germany, D-70173. Stuttgart  SWIFT: SOLDEST |
| Beneficiary's bank  Recipient's bank | FIRST UKRAINIAN INTERNATIONAL BANK  SWIFT BIC: FUIBUA2X |
| Beneficiary  Recipient  Name  IBAN | Hromads'ka organization  "Platforma Eko-Enerhetychnykh Initsiatyv"  UA893348510000000026002234362 |
| Address of the beneficiary is the recipient  The address of the beneficiary is the recipient | Kyyivsbka obl. m. Brovary,  str. Symona Petlyury 23B, 170 |
| Address of the recipient's bank  The address of the recipient's bank | 4, Andriivska Str., Kyiv, 04070, Ukraine |

Please note that when transferring money, it must be marked as: Charitable donation for the Public Organization "PEEI"

The benefactor chooses the payment format at his own choice: one-time or regular (with the possibility to cancel regular payments at any time).

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

7.3. The charitable donation paid by the Benefactor is non-refundable under any circumstances.

1. **The procedure for using charitable donations**:

8.1. Charitable donations collected under the Agreement are used in accordance with the goals of the Organization's statutory activity. The organization disposes of Charitable donations at its own discretion. Charitable donations received by the Organization are non-refundable. The responsibility of the parties for violation of the terms of this Agreement or the procedure for the use of Charitable Donations is provided for by the requirements of the current legislation of Ukraine.

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

1. **Responsibilities of the parties**

9.1. In case of non-fulfillment or improper fulfillment of their obligations stipulated by the Offer, the Parties are responsible in accordance with the current legislation of Ukraine and the terms of this Offer.

9.2. The Organization is not responsible for the actions/inactions of third parties, as a result of which the Organization was unable to fulfill its obligations under the Offer.

1. **Privacy and protection of personal data**

10.1. The benefactor, by executing the Acceptance, confirms that he is familiar with and consents 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 in accordance with the Offer and in accordance with the Law of Ukraine "On the Protection of Personal Data".

10.3. The Benefactor agrees that after entering information about himself during the Charitable Donation, subscribing to the Organization's news on the Site, he may be sent reports on the results of public meetings and the use of charitable donations by the Organization, letters and messages, including those of an advertising nature.

10.4. The organization undertakes not to transfer the e-mail address and other information about benefactors to third parties, except in the cases stipulated by the current legislation of Ukraine.

10.5. The organization is not responsible for the disclosure of personal data that occurred as a result of illegal actions of third parties or in the event that such disclosure occurred with the Benefactor's consent.

1. **Offer validity period. The procedure for introducing changes and additions**

11.1. The public offer becomes effective from the moment of its posting on the Site and is valid until the moment of liquidation of the Organization, unless another term is determined by the Organization. The provisions of this clause also apply to additions (changes) to the Offer.

11.2. The organization has the right to change the conditions of the Public Offer without the consent of the Benefactor. The organization reserves the right to unilaterally change the terms of the Offer at any time, without any restrictions, by publishing a new version of the Offer on the Site.

11.3. The benefactor is obliged to independently monitor changes in the conditions of the Offer by familiarizing himself with the current new (up-to-date) edition on the Site.

1. **Dispute resolution procedure**

12.1. Disputes and controversies arising from the execution of the Charity Donation Agreement concluded on the terms of the Offer shall be resolved through negotiations in writing.

12.2. The claim is submitted to the Party in writing by sending a registered letter with a notice of delivery, within a period of no more than 10 (ten) calendar days from the date of the appearance of comments that are the basis for a dispute or controversy. The claim is considered within 10 (ten) calendar days, calculated from the day of its delivery to the Party to which it is addressed.

12.3. In case of impossibility of the Parties to reach an agreement during negotiations in written form, the dispute that has arisen shall be considered in accordance with the procedure provided for by the current legislation of Ukraine.

12.4. On all other issues not provided for in this Offer, the Parties are governed by the current legislation of Ukraine.

1. **Force majeure**

13.1. The parties are released from responsibility for non-fulfillment or improper fulfillment of obligations under the terms of the Offer, if the specified non-fulfillment is the result of force majeure circumstances and their consequences, namely: fires, epidemics, floods, earthquakes or other natural disasters, war and military operations, strike (s), sabotage, accident, mass disorder and unrest, quarantine restrictions, acts of state authorities or management, international sanctions, etc., which directly affect the performance of the Agreement and arose after its conclusion. At the same time, the term of performance of obligations under this Agreement is extended for the duration of the specified circumstances and their consequences.

13.2. The Party that is unable to fulfill its obligations under the Agreement as a result of force majeure circumstances and their consequences is obliged to notify the other Party in writing within 15 days of the beginning or end of these circumstances, as well as to provide documentary evidence of them occurrence and availability.

13.3. Failure to notify or untimely notification of circumstances of force majeure deprives the relevant Party of the right to refer to the specified circumstances as exempting from responsibility. Notification of the Fund about the occurrence of force majeure is possible, among others, by placing relevant information on the Site.

13.4. The existence and duration of force majeure circumstances are confirmed by certificates issued by the authorized bodies of the state authorities of Ukraine.

Organization:

Non-governmental organization "Platform of Eco-Energy Initiatives"

07400. Ukraine.

Kyivsbka region Brovary,

St. 23B, 170 Simona Petliura

EDRPOU 45068741

Bank details:

IBAN UA523003460000026002000005025

in JSC "Sens Bank", MFI300346

Email:[copeeiua@gmail.com](mailto:copeeiua@gmail.com)

Chairman of the Board

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hladyshko S.O.