Public offer to make a voluntary charitable donation.

### 1. GENERAL PROVISIONS

- 1.1. This public offer to provide a charitable donation (hereinafter referred to as the "Offer"), in accordance with Art. 641 of the Civil Code of Ukraine, is a proposal of BF "UNITED UKRAINIAN SUPPORT", legal entity identification code 44726193, located at the address: Ukraine, 02090, Kyiv, str. Volodymyr Sosyura, 5 (hereinafter referred to as the "Foundation"), represented by Vladislava Andriivna Hrobatenko, the manager, which acts on the basis of the Statute, to an undefined circle of legally competent individuals and legal entities under private law who voluntarily carry out charitable activities (hereinafter each such person is a "Benefactor"), enter into an agreement on the provision of a charitable donation (hereinafter the "Agreement") on the terms described in this Offer with each Benefactor who applies.
- 1.2. This Offer comes into force from the moment it is posted on the website of the Fund on the Internet at the link: https://subscription.standwithukraineapp.com/ hereinafter referred to as the "Site"). This Offer is open-ended and may be changed or withdrawn by the Foundation at any time (prior to its acceptance by the Benefactor) by posting relevant information on the Site.

### 2. SUBJECT OF THE AGREEMENT

- 2.1. The subject of this Agreement is the free and voluntary transfer of funds by the Benefactor into the ownership of the Fund, by making a charitable donation for the implementation of the Foundation's statutory activities. The benefactor independently determines the size of the charitable donation. The Foundation independently determines the directions for the use of the charitable donation within the framework of its own statutory activity, unless otherwise determined by the Benefactor in the manner determined by this Agreement. The subject of this Agreement is not directly or indirectly receiving profit by any of the Parties to the Agreement.
- 2.2. The Benefactor's transfer of funds under this Agreement is recognized as a charitable donation in accordance with Art. 6 of the Law of Ukraine "On Charitable Activities and Charitable Organizations".
- 2.3. If desired, the Benefactor can indicate the intended purpose of the charitable donation, choosing among the programs (projects), goals announced by the Foundation.

# 3. ACTIVITIES OF THE FUND

- 3.1. The Foundation carries out charitable activities in accordance with its Charter, in particular, in the field of increasing the country's defense capability and mobilization readiness in connection with the military aggression of the Russian Federation.
- 3.2. The Fund's activities are not aimed at making a profit.
- 3.3. Information about the Fund's activities is posted on the Site.

# 4. DONATION

- 4.1. The benefactor independently determines the size of the charitable donation.
- 4.2. The charitable donation is voluntary and is not subject to further return to the Benefactor.
- 4.3. In accordance with this Offer and Agreement, charitable donations are provided by Benefactors and used by the Foundation to conduct and ensure charitable activities (implementation of directions, goals of charitable activities and charitable programs) of the Foundation in accordance with the Statute and legislation of Ukraine. The benefactor agrees with such purpose of his donation.
- 4.4. Ways of making a charitable donation: one-time payment; subscription, which involves monthly/annual payments in an arbitrary amount. The specified subscription can be canceled at any time through the services of the user's bank (for example, Privat24, Apple Pay, Google Play and others) or by contacting the Fund through the contact form on the Site.

### 5. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 5.1. The Foundation undertakes to use the funds of the Benefactor's charitable donation in strict accordance with the legislation of Ukraine and only within the framework of its statutory activities.
- 5.2. The Foundation has the right to independently determine the directions for the use of a charitable donation in accordance with its statutory activities and the legislation of Ukraine.
- 5.3. The benefactor has the right to receive information about the use of his charitable donation. For this purpose, the Foundation can post monthly financial reports on the Site or provide activity reports at the Benefactor's written request. At the Benefactor's written request, the Foundation can also confirm the intended use of the charitable donation with additional documents. Access to reports on the use of charitable donations is provided by the Foundation in accordance with the procedure and within the terms stipulated by the current legislation of Ukraine and this Offer.
- 5.4. By making a charitable donation, the Benefactor unconditionally affirms (i) his legal capacity, (ii) voluntary execution of the deed, (iii) that the subject of the charitable donation is not subject to a ban, seizure, is not in lien, is not encumbered by any other rights of third parties and has not been acquired in violation of the Law of Ukraine "On prevention and counteraction of legalization (laundering) of proceeds obtained through crime, financing of terrorism and financing of proliferation of weapons of mass destruction". If the Foundation has reasonable doubts about these statements, the Foundation has the right to ask, and the Benefactor undertakes to provide, appropriate supporting evidence of these statements.

### 6. ACCEPTANCE

6.1. 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 Fund's current account through bank institutions. The moment of Acceptance is the date of money transfer and/or crediting of funds to the Fund's bank account. 6.2. Acceptance of the Offer means that the Benefactor agrees with all its provisions and fully understands and agrees with the subject of the Agreement, for the purpose of public collection of donations and with the right of the Foundation to use a part of the Benefactor's charitable

donation for the administrative expenses of the Foundation, in an amount not greater than that provided for by the legislation of Ukraine .

- 6.3. Benefactor and the Foundation, guided by Art. 639, Art. 641, 642 of the Civil Code of Ukraine, agree that the Agreement is considered concluded from the moment of Acceptance. At the same time, the Parties agree that the parties' failure to comply with the written form of the transaction does not mean its invalidity.
- 6.4. The Foundation processes the Benefactor's personal data provided when visiting the Site and/or making a money transfer (hereinafter referred to as personal data) for the purpose of properly implementing this Agreement and its statutory activities.

### 7. FINAL PROVISIONS

- 7.1. The provisions of the current legislation of Ukraine apply to the relations between the Benefactor and the Foundation.
- 7.2. The Foundation's liability for violation of this Agreement or the procedure for using charitable donations shall be on the grounds, in the amount and in the manner determined by the requirements of the current legislation of Ukraine.
- 7.3. In the event of disputes between the parties to this Agreement, they must be resolved through negotiations. If it is impossible to resolve disputes through negotiations, disputes are considered by courts in the manner established by the current legislation of Ukraine.
- 8. CONTACT DETAILS of BF "UNITED UKRAINIAN SUPPORT", legal entity identification code 44726193, located at the address: Ukraine, 02090, Kyiv, str. Volodymyr Sosyura, +38 063 485 74 97.