

PUBLIC OFFER AGREEMENT ON GRANTING A CHARITY DONATION

This Agreement is concluded between the Charitable organization “Charitable Foundation "BUCOS Volunteers"(hereinafter referred to as “the Foundation”), operating on the basis of the Charter, and users of the website, hereinafter referred to as "the Benefactor", it is an agreement on financial assistance in the form of a charitable donation, it defines the basic conditions for donations and the procedure for controlling the use of the donations for the specific purposes - site <http://bucosvolunteers.org.ua/> on the following terms:

1. CONCEPTS AND DEFINITIONS OF THE AGREEMENT

- 1.1. **Public Offer (and/or Offer)** – is the valid offer of the Foundation, placed on the website <http://bucosvolunteers.org.ua/>, on charitable donation, addressed to indefinite number of individuals.
- 1.2. **Accept and/or Acceptance** - full and unconditional acceptance of the Offer by transferring money through payment forms and means, both placed on the Foundation's website and by transferring the funds to the Foundation's current bank accounts. The Offer is considered accepted from the date of the funds' crediting onto the current account of the Foundation.
- 1.3. **Charitable donation** – Benefactor's gratuitous funds transfer into the Foundation's possession to achieve the goals of the Foundation in compliance with the Law of Ukraine "On Charitable Activities and Charitable Organizations", the Charter of the Foundation and this Agreement.
- 1.4. **Benefactor** – an individual, voluntarily carrying out one or more types of charitable activities. For the purposes of this Agreement, the Benefactor is an individual who has accepted the Offer.
- 1.5. **Confidential information** - information on an individual and information restricted by an individual or a legal entity.

2. SUBJECT OF THE AGREEMENT

- 2.1. The Benefactor voluntarily donates (transfers free of charge) to the Foundation to support the statutory activities of the Foundation (hereinafter referred to as “the Donation”), and the Foundation accepts the Donation and undertakes to use it for the following purposes:
- 2.2. providing volunteer assistance to the citizens of Ukraine;
- 2.3. purchase of baby food, household chemicals, medicines and medical equipment;
- 2.4. transport assistance;
- 2.5. purchase of equipment for the military (transport, clothes, generators, mats, tents, sleeping bags, etc.);
- 2.6. purchase of fuel.

3. ACCEPTANCE

- 3.1. By accepting the Offer the Benefactor agrees with all the terms of the Offer, understands and accepts that the Donation will be used to achieve the objectives stated in the Charter of the Foundation, the content of which can be studied through by e-mail request submitted to office@bucosvolunteers.org.ua. Additionally by Accepting the Offer, the Benefactor is fully aware of and agrees with the subject of the Agreement, goals and purposes of this public fundraising, and confirms the right of the Foundation to use part of the Charitable Donation for administrative expenses of the Foundation in the amount not exceeding the limits stated in the Law of Ukraine “On Charitable Activity And Charitable Organizations”.

The Parties agree that from the moment of the Offer's Acceptance, this Agreement is concluded in writing in accordance with Articles 207, 639, 641 and 642 of the Civil Code of Ukraine and Articles 6 and 7 of the Law of Ukraine "On Charitable Activities and Charitable Organizations". The Parties also agree that after the Offer's Acceptance, the failure to enter into this Agreement in the form of a separate document shall not entail the invalidity of this Agreement.

4. TRANSFER OF DONATIONS

- 4.1. The Benefactor makes a transaction onto the Foundation's bank account
- 4.2. The title is transferable to the Foundation from the moment of funds' receipt onto the Foundation's account.
- 4.3. The Benefactor may, at his/her discretion, extend the term and change the procedure for transferring the Donation (transfer in one amount or in parts), which will not result into any liability for the Benefactor.

5. PROCEDURE FOR THE USE OF CHARITY DONATION

- 5.1. The Benefactor has the right to control the use of the Donation in accordance with the purposes set forth in clauses 2.1 - clause 2.7 of this Agreement.
- 5.2. To control the intended use of the Donation, stated in clause 5.1 of this Agreement, the Benefactor has the right to demand, and upon the receipt of the request, the Foundation undertakes to immediately provide the Benefactor with a report on the use of the Donation, accompanied with all supporting documents (copies of documents verified by the Foundation), if same documents are requested by the Benefactor.
- 5.3. The use of the charitable donations is carried out in accordance with the purposes defined by the Charter of the Foundation and the current legislation of Ukraine, namely the Law of Ukraine "On Charitable Activities and Charitable Organizations".

6. OTHER CONDITIONS

- 6.1. The Benefactor bears all expenses related to the transfer of Charitable Donations (commissions for the transfer of funds, taxes, fees, etc.).
- 6.2. All disputes under this Agreement shall be resolved in accordance with the procedural legislation of Ukraine as per jurisdiction determined by the Law.
- 6.3. The Foundation undertakes to keep and not disclose the information and data provided by the Benefactor, as well as to take all precautionary measures to protect the information from loss, misuse or improper modification.

7. LOCATION AND REGISTRATION DETAILS

Organization:

Charitable organization "Charitable Foundation "BUCOS Volunteers"

Address: 2 Vatra-Horelor Str, village Magala,
Chernivetskiy district, Chernivertskiy region, 60313, Ukraine

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