

Public offer

on providing a voluntary charitable donation

1. GENERAL PROVISIONS

1.1. This public offer for the provision of a charitable donation (hereinafter referred to as the "Offer"), in accordance with Article 641 of the Civil Code of Ukraine, is a proposal of the Charitable Organization "FOUNDATION DECARBONIZATION AND RECOVERY", identification code of the legal entity 44987307, located at: Ukraine, 01011, Kyiv, Myrnoho Panas Street, 1, office 2 (hereinafter referred to as the "Foundation"), represented by the director Tetiana Vovk, who acts on the basis of the Charter, to an indefinite circle of capable individuals and legal entities of private law that voluntarily engage in charitable activities (hereinafter referred to as "Donor"), to conclude a contract for the provision of a charitable donation (hereinafter referred to as the "Agreement") on the terms described in this Offer, with each Donor who applies.

1.2. This Offer becomes effective from the moment it is posted on the Foundation's website on the Internet at <https://funddecarbonization.com> (hereinafter referred to as the "Website"). This Offer is indefinite and may be amended or withdrawn by the Foundation at any time (before its acceptance by the Donor) by posting the relevant information on the Website.

1.3. The Foundation may enter into agreements on the provision of a charitable donation in a different manner and/or on different terms than those provided for in this Offer. The Donor may separately contact the Foundation to conclude such an agreement.

2. SUBJECT OF THE CONTRACT

2.1. The subject of this Agreement is the gratuitous and voluntary transfer by the Donor of funds to the ownership of the Foundation by making a charitable donation for the implementation of the Foundation's statutory activities. The Donor independently determines the amount of the charitable donation. The Foundation independently determines the directions for the use of the charitable donation within its own statutory activities, unless otherwise determined by the Donor in the manner determined by this Agreement. The subject of this Agreement is not the direct or indirect receipt of profit by any of the Parties to the Agreement.

2.2. The transfer of funds by the Donor under this Agreement is recognized as a charitable donation in accordance with Article 6 of the Law of Ukraine "On Charitable Activities and Charitable Organizations".

2.3. At the Donor's discretion, they may indicate the targeted purpose of the charitable donation by choosing among the programs (projects) announced by the Foundation.

3. ACTIVITIES OF THE FOUNDATION

3.1. The Foundation carries out charitable activities in accordance with its Charter, in particular in the area of enhancing the defense capability and mobilization readiness of the country in connection with the military aggression of the Russian Federation.

3.2. The activities of the Foundation are not aimed at making a profit.

3.3. Information about the activities of the Foundation and reports on the results of such activities are posted on the Website.

4. DONATION

4.1. The donor independently determines the amount of the charitable donation.

4.2. The charitable donation is voluntary and is not subject to further return to the donor.

4.3. In accordance with this Offer and the Charitable Donation Agreement, charitable donations are provided by donors 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 Charter and legislation of Ukraine. The donor agrees to such a targeted purpose of their donation.

4.4. Ways to make a charitable donation:

- one-time payment;
- subscription, which involves monthly/annual payments in any amount.

The subscription can be canceled at any time through the user's bank services (such as Privat24, Apple Pay, Google Play, and others).

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The Foundation undertakes to use the charitable donation funds of the Donor strictly in 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 charitable donations in accordance with its statutory activities and Ukrainian legislation, except in cases where the Donor has specified a specific purpose of their donation in a separate agreement with the Foundation. Therefore, if the specific purpose of the charitable donation by the Donor is not specified, it is considered that the donation was made for the implementation of the Foundation's statutory activities.

5.3. The Donor has the right to receive information on the use of their charitable donation. To do this, the Foundation may post monthly financial reports on the Site, which include information on (i) the amounts of donations received by the Foundation during the reporting period, and (ii) the Foundation's expenses during the reporting period. At the written request of the Donor, the Foundation may also confirm the targeted 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 current legislation of Ukraine and this Offer.

5.4. By providing a charitable donation, the Donor unconditionally confirms (i) their legal capacity, (ii) the voluntary nature of the transaction, (iii) that the subject of the charitable donation is not prohibited, arrested, held in pledge, burdened with any other rights of third parties and was not acquired in violation of the provisions of the Law of Ukraine "On Prevention and Counteraction to Legalization (Laundering) of Proceeds from Crime, Financing of Terrorism and Proliferation of Weapons of Mass Destruction." In case of justified doubts by the Foundation regarding these statements, the Foundation has the right to request, and the Donor undertakes to provide, corresponding confirming evidence of these statements.

6. ACCEPTANCE

6.1. Acceptance - full and unconditional acceptance of the Public Offer by making payment through payment forms and means available on the Website, as well as by transferring funds to the Foundation's settlement account through banking institutions. The moment of acceptance is the date of payment or transfer of funds to the Foundation's bank account.

6.2. Acceptance of the Offer means that the Donor agrees to all of its terms and fully understands and agrees with the subject of the Agreement, for the purpose of public fundraising and with the Foundation's right to use a portion of the Donor's Charitable Donation for the Foundation's administrative expenses, not exceeding the amount allowed by the laws of Ukraine.

6.3. The Donor and the Foundation, guided by Articles 639, 641, and 642 of the Civil Code of Ukraine, agree that from the moment of Acceptance, the Agreement is considered concluded. The Parties agree that the failure to observe the written form of a legal act by the parties does not render it invalid.

6.4. The Foundation processes the Donor's personal data provided during the visit to the Website and/or payment (hereinafter - personal data) for the proper implementation of this agreement and its statutory activities. Detailed information on the procedure for processing personal data by the Foundation is available in the Privacy Policy.

7. FINAL PROVISIONS

7.1. The relations between the Donor and the Foundation are governed by the provisions of the current legislation of Ukraine.

7.2. The Foundation is liable for violating this Agreement or the procedure for using charitable donations based on the grounds, amount, and procedure determined by the requirements of the current legislation of Ukraine.

7.3. In case of disputes between the parties to this Agreement, they must be resolved through negotiations. If it is impossible to resolve disputes through negotiations, they are resolved by courts in the manner prescribed by the current legislation of Ukraine.

8. CONTACT INFORMATION

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