

## **Public offer**

### **Public offer of a voluntary charitable donation**

This offer, addressed to an indefinite number of persons – individuals and legal entities – visitors to the website on the Internet:

<https://www.klitschkofoundation.org> (hereinafter – the “Site”), hereinafter referred to as the “Benefactor”, and is an official and public offer of the Charitable Organization “Charitable Foundation “Klitschko Foundation”, hereinafter referred to as the “Foundation”, represented by the Director Anhelina Osadcha, acting on the basis of the Charter, enter into a charitable voluntary donation agreement (hereinafter referred to as the “Agreement”), subject and essential terms of which are specified below:

#### **1. Terms and definitions:**

Acceptance is the full and unconditional acceptance of a public offer by taking actions to make a money transfer using the payment forms and means posted on the website, as well as by transferring funds to the Foundation’s current account through bank institutions. The moment of acceptance is the date of crediting the funds to the Foundation’s account.

Payment is a voluntary charitable donation.

A voluntary charitable donation is a money transfer made by the Benefactor to achieve the goals, objectives, directions, and types of the Foundation’s charter activities in accordance with the Agreement and the Law of Ukraine “On Charitable Activities and Charitable Organisations”.

#### **2. Subject of the Agreement:**

The subject of this Agreement is the donation of funds by the Benefactor to the Foundation to achieve the goals, objectives, directions, and types of charter activities of the Foundation.

The acceptance of the Agreement means that the Benefactor agrees with all its provisions, is fully aware of the subject of the Agreement and the purpose of collecting donations.

The Agreement shall be concluded by the Benefactor's unconditional and full accession to this Agreement and acceptance of all the essential terms of the Agreement.

The Benefactor and the Foundation, guided by Article 207, Part 2 of Article 639, Articles 641, 642 of the Civil Code of Ukraine, Article 7 of the Law of Ukraine "On Charitable Activities and Charitable Organisations", agree that the Agreement shall be deemed to be concluded in writing without the signature of a written copy by the Parties from the moment the Benefactor performs the actions stipulated by the Agreement, which indicate the consent to comply with the terms of the Agreement.

The Agreement shall be posted on the website <https://www.klitschkofoundation.org> in a freely accessible manner and in a way that provides acquaintance with the content of this Agreement to each person applying to the Foundation.

The Benefactor may NOT offer his own terms of the Agreement.

### **3. Rights and Obligations of the Parties:**

#### **The Foundation has the right to:**

- receive voluntary charitable donations and use them to achieve the goals, objectives, directions, and types of charter activities of the Foundation in accordance with the Agreement and the Law of Ukraine "On Charitable Activities and Charitable Organisations".

- at the request of the Benefactor, provide a report on the received voluntary charitable donation and its use.

#### **The Benefactor has the right to:**

- transfer a voluntary charitable donation to the account of the Foundation in the manner specified in the Agreement;

- request a report on the use of the voluntary charitable donation.

### **4. Place of fundraising:**

Voluntary charitable donations may be collected in any country of the world.

### **5. Duration of the fundraising:**

The collection of voluntary charitable donations shall last until the liquidation of the Foundation, unless otherwise determined by the Foundation.

### **6. Procedure for Public Access to the Foundation's Reports**

Access to the Foundation's reports shall be provided by posting them on the website in the "Reports" section.

Other information may be provided by the Fund in accordance with the procedure and within the period provided by the legislation of Ukraine.

**7. All expenses related to the transfer of the donation shall be borne by the Benefactor.**

### **8. Other conditions**

The Benefactor independently determines the amount of a voluntary charitable donation.

The donation is voluntary and non-refundable.

The Benefactor is responsible for the accuracy of the information provided in the transfer of the Donation.

In order to comply with the Law of Ukraine «On Personal Data Protection» and to fulfil the terms of the Agreement, the Benefactor agrees to the processing of personal data.

The provisions of Ukrainian legislation shall apply to the relations between the Benefactor and the Foundation.