

## AGREEMENT ON PUBLIC OFFER to a Charitable Donation

This Public Offer for a Charitable Donation (*hereinafter referred to as the 'Offer'*) is for an unspecified circle of individuals and/or legal entities (*referred to as the 'Donor' (singular) and 'Donors' (plural)*), including visitors of the website of Charitable Organization "Bright Kids Charity" (<https://brightkidscharity.com/>) (*hereinafter referred to as 'the Website'*). This is the official and public offer of the **Charitable Organization "Bright Kids Charity", EDRPOU (registration code) 42568149**, which is legally represented by Director Romanshchak Nataliia Dmytrivna, acting on the basis of the Charter (*hereinafter referred to as 'the Organization'*). The purpose of this official and public offer is to conclude the charitable donation agreement (*hereinafter referred to as 'the Agreement'*), the subject and essential terms of which are set out below:

### 1. Terms and definitions:

This Public Offer is the Organization's current charitable donation offer, which is uploaded to the Website and is addressed to an unlimited number of individuals and legal entities, including the Donor.

Acceptance is the complete and unconditional acceptance of the Offer by means of actions aimed at the execution of a money transfer using payment forms and means as put on the Organization's Website or by wire transfer on the current account of the Organization through the banking institutions.

The Offer is considered accepted from the date of the money transfer and / or crediting of funds to the current bank account of the Organization.

A Charitable Donation is a Donor's voluntary transfer of funds, other property, property rights in the ownership of the Organization for the achievement of certain purposes of charitable activities, which are set forth in the Organization's Charter and/or its Programs, in accordance with the Law of Ukraine "On Charitable Activities and Charitable Organizations", the Organization's Charter and this Agreement.

Donor is a capable individual or legal entity (including charitable organizations) in private law that voluntarily carries out one or more charitable activities.

For the purposes of this Agreement, the Donor is a person who has accepted the Offer.

Beneficiary is a charity recipient who receives support from one or more donors to achieve the goals set out in the Law of Ukraine "On Charitable Activities and Charitable Organizations" and the Charter of the Organization.
For the purposes of this Agreement, the Beneficiary is the Organization.
The Parties of this Agreement are both the Organization and the Donor.
<b>2. Subject of the Agreement</b>
2.1. The subject of this Agreement is a free and voluntary transfer of funds by the Donor into the property of the Organization through the Charitable donation for the implementation of the goals set forth in the Charter, including (but not exclusively) the provision of charitable help by the Organization in accordance with the Law of Ukraine "On Charitable Activities and Charitable organizations", the Programs of the Organization, etc.
The Donor independently determines the amount of the Charitable Donation.
2.2. The Parties confirm that the subject of this Agreement is not for the purposes of gaining profit - directly or indirectly, by either Party.
<b>3. Acceptance</b>
<b>3.1. The Acceptance of Offer states that the Donor agrees with all the terms and conditions of the Offer, he is acquainted with the Excerpt of the Organization's Charter, which is available in electronic form on the Website of the Organization.</b>
<b>In addition, by accepting the Offer, the Donor fully understands and agrees with the subject of the Agreement, with the purpose of public fund-raising of charitable donations, and also confirms the right of the Organization to use part of the charitable donation to the administrative expenses of the Organization in an amount not exceeding the threshold set forth in the Law of Ukraine "On Charitable Activities and Charitable Organizations".</b>

<p><b>3.2. The Parties agree that from the moment of acceptance of the Offer, this Agreement shall be deemed concluded in writing in accordance with Articles 207, 639, 641 and 642 of the Civil Code of Ukraine and Article 7 of the Law of Ukraine "On Charitable Activities and Charitable Organizations".</b></p>
<p><b>The Parties also agree that after the acceptance of the Offer, the failure to follow the written form of the Agreement does not entail invalidity of this Agreement.</b></p>
<p><b>4. Rights and obligations of the Organization</b></p>
<p><b>4.1. The Organization is entitled:</b></p>
<ul style="list-style-type: none"> <li>- to receive Charitable Donations and use them in accordance with the subject and terms of this Agreement and its statutory activities;</li> </ul>
<ul style="list-style-type: none"> <li>- without the Donor's approval, to change the course of use of donations in the framework of the statutory activities of the Organization;</li> </ul>
<ul style="list-style-type: none"> <li>- without the Donor's approval, use a part of the Charitable Donation to the administrative expenses of the Organization in an amount not exceeding that stated in the Law of Ukraine "On Charitable Activities and Charitable Organizations".</li> <li>-</li> </ul>
<p><b>4.2. The Organization undertakes to:</b></p>
<ul style="list-style-type: none"> <li>- annually, in electronic form, to report on the use of Charitable donations by posting relevant information on its Website;</li> </ul>
<ul style="list-style-type: none"> <li>- in case of the proof of the use of Charitable Donations are not used for their intended purpose or in case of violation of this Agreement, to return the funds in the amount that was used not for its intended purpose to the Donor at his written request (under the condition of applicable legal evidence and proof of the reasons for return).</li> </ul>
<p><b>5. Donor's Rights</b></p>
<p><b>5.1. The Donor is entitled to:</b></p>
<ul style="list-style-type: none"> <li>- exercise control over the use of Charitable Donations by the Organization for intended purposes;</li> </ul>

- demand in writing the return of the Charitable Donation by the Organization in case of detection and proper proof of the facts of its use by the Organization not for the intended purpose.

## **6. Place for fund-raising of Charitable Donations**

6.1. Public fund-raising of the Charitable Donation is carried out in the territory of any country of the world.

6.2. The direct activities of the Organization, concerning the public fund-raising of Charitable Donations under the Agreement, carried out at the location of the Organization.

## **7. Term for fund-raising of the Charitable Donation**

7.1. Public fund-raising of Charitable Donations continues until the winding-up of the Organization (including by liquidation), unless another period is determined by the resolution of the Organization, as the Organization reports by publishing relevant information on the Website.

## **8. Procedure for the use of the Charitable Donations**

8.1. The use of Charitable Donations is carried out in accordance with the purposes of the activities of the Organization and the current legislation of Ukraine, in particular the Law of Ukraine "On Charitable Activities and Charitable Organizations".

8.2. The Organization uses and manages Charitable Donations at its discretion in accordance with its statutory activities and/or Programs of the Organization.

8.3. The Charitable donations received by the Organization may be returned to the Donor only in cases stipulated by the current legislation of Ukraine and this Agreement.

## **9. Responsibility of the Parties**

9.1. The responsibility of the Parties for violating the terms of this Agreement and in case of using charitable donations contrary to the rules set forth in accordance with the statutory activities of the Organization and the current legislation of Ukraine, is determined by the provisions of the current legislation of Ukraine.

9.2. All disputes and discrepancies arising between the Parties under the Agreement are subject to settlement by means of consultations and negotiations.

If a certain dispute is impossible to solve by means of negotiations, it shall be settled in court by transferring the dispute to resolution of the respective court of Ukraine.

#### **10. Procedure for the general access to the financial reports of the Organization**

10.1. Financial statements of the Organization are published on its Website: <https://brightkidscharity.com/> on the annual basis, up until March 01 of the year following the reporting year.

Other information is disclosed by the Organization in accordance with the procedure and content and within the timeframe provided by the current legislation of Ukraine.

#### **11. Other provisions**

11.1. All expenses related to the transfer of Charitable Donations (commissions for the transfer of funds, taxes, fees, etc.) shall be covered by the Donor.

11.2. By accepting the Offer, the Donor confirms that he is familiar with Addendum 1 to this Agreement and consents to collecting, processing and use of personal data in the manner set forth in Addendum 1 to this Agreement.

11.3. The Donor gives consent that after entering information about himself on the Organization's Website and registering on this Website, his contact information can be used by the Organization to send letters and messages, including in electronic form.

At the same time, the Organization undertakes not to disclose information on the Donor's contact information with third parties, except in cases expressly provided by the current legislation of Ukraine.

In addition, the Donor gives consent that information about him (in particular, surname, first name, patronymic, name) can be used by the Organization in the media or on the Organization's website.

11.4. This Agreement is valid until the termination of the public collection of charitable donations at the decision of the Organization or until another decision is made by the Organization.

11.5. Amendments and modifications to this Agreement shall be made by posting a new Agreement's version on the Website.

11.6. Details of the Organization are specified in the corresponding section on the Organization's Website.

11.7. This Agreement is drawn up in Ukrainian and English languages. Both the Ukrainian and English texts shall be of equal legal standing. In the event of any discrepancy between the texts, the Ukrainian text shall prevail.

*Agreement version 1.0 dated December 3rd, 2019.*

*Annex No.1 to the Agreement on Public Offer for Charitable Donation*

**NOTIFICATION OF CONSENT to collecting, processing and use of personal data**

I, by Acceptance of the Public Offer for Charitable Donations posted on the Website of Charitable Organization "Bright Kids Charity" on the Internet to web address: <https://brightkidscharity.com/> according to the Law of Ukraine "On Personal Data Protection" dated June 1, 2010 № 2297-VI, I give my consent for Charitable Organization "Bright Kids Charity" to process and use my personal data in accordance with the established procedure in order to perform the statutory activities of the Organization, involvement of persons in the activities in accordance with the Charter of the Organization and the current legislation of Ukraine in the amount necessary for the fulfillment of the above purpose of processing personal data.

Also, I agree that my personal data may be transferred/distributed/disclosed (including for further processing and use) in the framework of the implementation of competence in the field of activity between me and the Organization to third parties.

I do hereby also consent that my personal data can be accessed by third parties at their request, on condition that these persons are obliged to ensure compliance with the requirements of the Law of Ukraine "On Personal Data Protection" in the manner provided for by Article 16 of the Law of Ukraine "On Personal Data Protection".

By Acceptance of the public offer for Charitable Donations posted on the Website of the Charitable Organization "Bright Kids Charity" on the Internet to web address: <https://brightkidscharity.com/> I confirm that I have been notified of the inclusion of my personal data in the personal database in order to carry out the statutory activities of the Organization, the involvement of persons in activities in accordance with the Charter of the Organization and the current legislation of Ukraine, as well as information on the rights defined by the Law of Ukraine "On Personal Data Protection".

*Annex 1 to the Agreement version 1.0 dated December 3rd, 2019.*