

# Public offer

for voluntary charitable donation

## 1. GENERAL PROVISIONS

1.1. This Public Offer for charitable donation (hereinafter referred to as "**the Offer**") is an offer of the **Kozytskyi Charity Foundation Charity organization**, identification code of legal entity 44703066, located at the address: 12 Sichovykh Striltsiv Str., ap.9, Lviv, Ukraine, 79007 (hereinafter referred to as "**the Foundation**"), represented by Director Andrii Matolych, acting based on the Charter, for an indefinite scope of individual persons and legal entities of private law who voluntarily carry out charitable activities (hereinafter referred to each person as "**the Benefactor**") to conclude an agreement for charitable donations (hereinafter referred to as the "**Agreement**") on the terms and conditions described in this Offer with each Benefactor.

1.2. This offer comes into effect from the moment it is posted by the Foundation on the Internet at: <https://bfk.org.ua> (hereinafter referred to as "**the Website**"). This Offer is open-ended and may be amended or revoked by the Foundation at any time (prior to its acceptance by the Benefactor) by posting relevant information on the Website.

1.3. The Foundation may enter into agreements for charitable donations in a manner and/or under conditions other than provided for in this Offer. The Benefactor can request the Foundation for a separate contract.

## 2. SUBJECT OF THE AGREEMENT

2.1. The subject of this Agreement is the unrewarded and voluntary transfer of funds by the Benefactor into the Foundation's possession, via a charitable donation for the implementation of the Foundation's Charter designated activities. The Benefactor independently determines the size of the charitable donation. The Foundation independently determines expenditures of the charitable donation within its own Charter designated activities, unless otherwise is determined by the Benefactor in the manner determined by this Agreement. The subject of this Agreement is not to directly or indirectly receive profit by any of the Parties to the Agreement.

2.2. The transfer of funds by the Benefactor 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. The Benefactor may optionally indicate the intended purpose of the charitable donation, choosing among the programs (projects) and goals announced by the Foundation.

## 3. ACTIVITIES OF THE FOUNDATION

3.1. The Foundation implements charitable activities in accordance with its Charter, particularly in the field of material and technical support to the Armed Forces of Ukraine, as well as implementing initiatives to assist those who suffered losses as a result of Russian aggression and promotes contemporary Ukrainian art both in Ukraine and abroad.

3.2. The Foundation's activities are not aimed at making a profit.

3.3. The information about the Foundation's activities and performance reports are posted on the Website.

## **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 reimbursement 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 Charter and legislation of Ukraine. The Benefactor agrees with this purpose of his donation.
- 4.4. A charitable donation may be made in the following ways:
  - a one-time payment.

## **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 5.1. The Foundation commits to use the funds of the Benefactor's charitable donation in strict accordance with the laws of Ukraine and only within the framework of its Charter designated activities.
- 5.2. The Foundation has the right to independently determine the charitable donation expenditures in accordance with its Charter designated activities and the laws of Ukraine, except for cases when the Benefactor has determined the specific purpose of their donation under a specific agreement with the Foundation. Thus, if the specific purpose of a charitable donation is not determined by the Benefactor, the charitable donation is considered to be a contribution to the Foundation's Charter designated activities.
- 5.3. The Benefactor has the right to receive information about the use of their charitable donation. For this purpose the Foundation may publish its financial statements on the Website, including 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 a written request of the Benefactor, the Foundation may also confirm the intended use of the charitable donation with additional documents. Access to the charitable donations expenditure reports is provided by the Foundation in the manner and within the time limits stipulated by the current legislation of Ukraine and the Offer.
- 5.4. By providing a charitable donation, the Benefactor unconditionally asserts (i) their legal capacity, (ii) the voluntary nature of the transaction, (iii) that the subject of the charitable donation is not prohibited, arrested, under bail, or burdened with any other third party rights, and that it was not acquired in violation of the Law of Ukraine "On Prevention and Counteraction to Legalization (Laundering) of the Proceeds of Crime or Terrorist Financing and Financing Proliferation of Weapons of Mass Destruction". If the Foundation has reasonable doubts about these statements, the Foundation has the right to ask for and the Benefactor must provide appropriate supporting evidence of these statements.

## **6. ACCEPTANCE**

- 6.1. Acceptance means full and unconditional acceptance of the Offer by taking actions to make a money transfer using payment forms and means available on the Website, as well as by wiring funds to the Foundation's bank account via bank institutions. The moment of Acceptance is the date of the money transfer and/or receiving the funds by the Foundation on its 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, with the purpose of public collection of donations and with the Foundation's right to use a part of the Benefactor's charitable donation for the Foundation's administrative expenses within the limits established by the Ukrainian legislation.

6.3. The Benefactor and the Foundation, guided by Art. 639, Art. 641, Art. 642 of the Civil Code of Ukraine, agree that from the moment of Acceptance, the Agreement is considered concluded. At the same time, the Parties agree that the failure of either Party 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 while visiting the Website and/or making a money transfer (hereinafter referred to as "the Personal Data") for the purpose of proper implementation of the Agreement and its Charter designated activities. Detailed information on the Foundation's procedure for the Personal Data processing is available in the Foundation's Privacy Policy.

## **7. FINAL PROVISIONS**

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

7.2. The Foundation can be considered liable for violating this Agreement or misusing the charitable donations solely on the grounds, in the amount, and in the manner determined by the requirements of the current Ukrainian legislation.

7.3. In case of any disputes between the Parties to this Agreement such disputes are settled through negotiations. If a negotiation solution cannot be found, disputes are tried in court in the manner prescribed by the current Ukrainian legislation.

## **8. CONTACTS**

*Name*

**Kozytskyi Charity Foundation» Charity organization**

*Address*

**12 Sichovykh Striltsiv Str., ap.9, Lviv, Ukraine, 79007**

*Email*

**Email - [help@bfk.org.ua](mailto:help@bfk.org.ua)**