

Contract-Offer

Public Offer for Providing Voluntary Charitable Donations for Charitable Purposes

This Public Offer for Providing Charitable Donations (hereinafter referred to as the "Offer") is addressed to an indefinite number of individuals (hereinafter referred to as the "Donor"), who are visitors of the official website of the CHARITABLE ORGANIZATION "CHARITABLE FOUNDATION "UMOTION" (hereinafter referred to as the "CHARITABLE FOUNDATION") on the Internet at <https://umotion.org.ua/> (hereinafter referred to as the "Website"), and who wish to make a charitable donation within the understanding of this Public Offer (hereinafter referred to as the "Charitable Donation Agreement"). Collectively, in the text of the Offer, they are referred to as the "Parties," and each individually as a "Party."

The text of the Offer is the official proposal of the CHARITABLE ORGANIZATION "CHARITABLE FOUNDATION "UMOTION," represented by Head Maksym Volodymyrovych Buduhai, acting under the Charter, to conclude a Charitable Donation Agreement, the essence of which is outlined below.

1. Definitions and Terms

1.1. **Charitable Organization** - a private legal entity whose founding documents define charitable activity in one or several spheres, as defined by the Law of Ukraine "On Charitable Activities and Charitable Organizations," as the main purpose of its activity.

1.2. **Public Offer (Agreement)** - a valid proposal by the CHARITABLE FOUNDATION, posted on the Website at <https://umotion.org.ua/>, to provide a charitable donation, addressed to any individual and/or legal entity (hereinafter referred to as the "Donor"), and is an official and public offer of the CHARITABLE ORGANIZATION "CHARITABLE FOUNDATION "UMOTION" to conclude a voluntary charitable donation agreement.

1.3. **Donor** - a legally capable individual or a private legal entity (including a charitable organization) who voluntarily engages in one or more types of charitable activities.

1.4. **Acceptance** - full and unconditional acceptance of the Public Offer by performing actions to make a monetary transfer using payment forms and means posted on the Website, as well as by transferring funds to the CHARITABLE FOUNDATION's bank account through banking institutions.

1.5. **Voluntary Charitable Donation** - a monetary transfer made by the Donor (gratuitous transfer of funds by the Donor) into the ownership of the CHARITABLE ORGANIZATION "CHARITABLE FOUNDATION "UMOTION" (details provided below) for achieving certain predetermined goals of activity, in accordance with the Agreement and the Law of Ukraine "On Charitable Activities and Charitable Organizations."

1.6. **Payment** - a voluntary charitable donation.

2. Subject of the Agreement

2.1. The subject of this Agreement is the gratuitous and voluntary transfer of funds from the Donor to the CHARITABLE FOUNDATION by making voluntary donations to implement the statutory goals and activities of the CHARITABLE FOUNDATION, as well as to provide charitable assistance in accordance with the Law of Ukraine "On Charitable Activities and Charitable Organizations" and its Charter.

2.2. This Offer is a proposal to conclude an Agreement in accordance with Article 641 (Proposal to Conclude a Contract) of the Civil Code of Ukraine.

2.3. The Donor independently determines the scope and amount of charitable donations at their own discretion. The Donor has the right to request and receive information from the CHARITABLE FOUNDATION about the nature and amount of necessary charitable assistance for specific purposes of the FOUNDATION's activities to determine the directions of using the charitable donation before making it.

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

2.5. The performance by the Parties of the terms of the Offer is not aimed at obtaining profit or any benefits for either Party.

2.6. The Parties confirm that obtaining profit (directly or indirectly) by the Parties is not the subject of the Offer.

2.7. Acceptance by the Donor of this Public Offer is carried out by making a Charitable Donation.

3. Activities of the CHARITABLE FOUNDATION

3.1. The CHARITABLE FOUNDATION conducts charitable activities primarily in the following areas:

- Assisting victims of military aggression in Ukraine, refugees, internally displaced persons who are in difficult life circumstances;
- Promoting the protection of the population in emergency situations of war and peace;
- Facilitating the implementation of programs and measures aimed at restoring the destroyed infrastructure of Ukraine;
- Promoting regional, local, and international programs aimed at improving the socio-economic situation in Ukraine;
- Upholding human and citizen rights and fundamental freedoms;
- Developing international cooperation of Ukraine.

3.2. The Charter of the CHARITABLE FOUNDATION, information, and reports on its work are posted on the Website or can be provided upon request (appeal) by the Donor.

4. Making a Donation and Acceptance of the Offer

4.1. Acceptance of the Offer (acceptance of the terms of the Offer) means that the Donor agrees with all its provisions, fully understands and agrees with the subject of the

Agreement, the purpose and objectives of the public collection of charitable donations, and the right of the CHARITABLE FOUNDATION to use part of the Donor's Charitable Donation for administrative expenses only in the amount provided by the Law of Ukraine "On Charitable Activities and Charitable Organizations."

4.2. Acceptance means the conclusion of this Agreement between the CHARITABLE FOUNDATION and the Donor. The moment of Acceptance is the placement of a mark on the corresponding page of the Website next to the words "I accept the terms of the Public Offer of the CHARITABLE FOUNDATION" and making a monetary transfer using payment forms and means posted on the Website, or, regardless of any actions of the Donor on the Website, making a transfer through a banking institution. All expenses related to the payment of amounts associated with the transfer of the donation are borne by the Donor.

4.3. The Donor and the CHARITABLE FOUNDATION, guided by Article 207 (Requirements for the Written Form of a Transaction), Part 2 of Article 639 (Form of Contract), Article 641 (Proposal to Conclude a Contract), Article 642 (Acceptance of a Proposal to Conclude a Contract) of the Civil Code of Ukraine, agree that from the moment of Acceptance of the Offer, the Charitable Donation Agreement is considered concluded. The Parties agree that non-compliance by the Parties with the written form of the Charitable Donation Agreement does not render it invalid.

4.4. The CHARITABLE FOUNDATION provides the Donor with the opportunity to make a Charitable Donation by electronic payment on the Website by transferring funds to the bank account of the CHARITABLE FOUNDATION (through the Fondy payment service). The Donor, at their own discretion, chooses the payment format: one-time or regular (with the ability to cancel regular payments at any time).

4.5. When making a charitable donation for proper identification, the Donor provides their contact information: name and surname, name of the legal entity, email address, and/or phone number, other data that allow identifying the Donor.

5. Rights and Obligations of the Parties

5.1. The Foundation undertakes to use the funds of the Donor's charitable donation strictly in accordance with the legislation of Ukraine and only within its statutory activities.

5.2. The Foundation has the right to independently determine the directions of using the charitable donation in accordance with its statutory activities and the legislation of Ukraine, except in cases where the Donor has specified a specific purpose for their donation under a separate agreement with the Foundation. Thus, if the Donor has not specified a specific purpose for the charitable donation, it is considered that the donation was made for the Foundation to carry out its statutory activities.

5.3. The Donor agrees that, in accordance with the Law of Ukraine "On Charitable Activities and Charitable Organizations," the Foundation may use part of the funds received from Donors to finance its administrative expenses. The amount of expenses for the maintenance of the Foundation (administrative expenses of the Foundation) cannot exceed 20% of its budget in the current year.

5.4. The Donor has the right to receive information about the use of their charitable donation. Upon request of the Donor, the Foundation may also confirm the targeted use of the charitable donation with additional documents.

5.5. By making a charitable donation, the Donor unconditionally asserts (i) their legal capacity, (ii) the voluntariness of entering into the transaction, (iii) that the subject of the charitable donation is not under prohibition, arrest, not pledged, not encumbered by any other rights of third parties, and was not acquired in violation of the norms of the Law of Ukraine No. 361-IX "On Prevention and Counteraction to Legalization (Laundering) of Proceeds from Crime, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction." In case the Foundation has reasonable doubts about these assertions, the Foundation has the right to request, and the Donor undertakes to provide, relevant confirming evidence of these assertions.

5.6. The Donor who makes a donation for a specific fundraising campaign agrees to the redistribution/use of these funds in other projects if this fundraising is closed or no longer relevant.

5.7. In the event that the amount of charitable contributions exceeds the amount necessary for the implementation of a specific project, the remaining funds will be transferred to another relevant project.

6. Rights and Obligations of the Donor

6.1. The Donor has the right to:

6.1.1. Transfer a voluntary charitable donation to the account of the CHARITABLE FOUNDATION in the manner specified in the Agreement.

6.1.2. Contact the CHARITABLE FOUNDATION to receive a report on the use of their charitable donations.

6.2. The Donor is obliged to:

6.2.1. Carefully and thoroughly familiarize themselves with all the rules and conditions of the Offer and accept them when making the payment of the charitable donation, as well as with all additional rules that regulate the relations of the Parties in accordance with the Offer.

7. Place and Duration of Receiving Charitable Donations

7.1. The public collection of donations is carried out on the territory of any country in the world in the manner provided by Article 7 (Public Collection of Charitable Donations) of the Law of Ukraine "On Charitable Activities and Charitable Organizations." The direct activity of the CHARITABLE FOUNDATION related to the public collection of donations under the Agreement is carried out at the location of the CHARITABLE FOUNDATION.

7.2. The public collection of donations continues until the liquidation of the CHARITABLE FOUNDATION unless another term is determined by it.

8. Procedure for Using Charitable Donations

8.1. The use of the collected Charitable Donations under the Agreement is carried out in accordance with the goals of the statutory activities of the CHARITABLE FOUNDATION, as provided in clause 3.1 of this Agreement.

8.2. The charitable donation paid by the Donor is non-refundable.

8.3. The responsibility of the Parties for violating the terms of this Agreement or the procedure for using Charitable Donations is provided by the requirements of the current legislation of Ukraine.

8.4. The Donor or their authorized persons have the right to control the targeted use of the Charitable Donation.

8.5. The procedure for general access to the financial reports of the Organization: Access to the reports of the CHARITABLE FOUNDATION is carried out by contacting the CHARITABLE FOUNDATION at the email address umotion.fund@gmail.com indicated on the Website umotion.fund@gmail.com. Other information is provided by the CHARITABLE FOUNDATION in the manner and within the timeframes provided by the legislation of Ukraine.

9. Liability of the Parties

9.1. In case of non-performance or improper performance of their obligations provided by the Offer, the Parties bear responsibility in accordance with the current legislation of Ukraine and the terms of this Offer.

9.2. The CHARITABLE FOUNDATION is not responsible in case of actions/inactions of third parties, as a result of which it was unable to fulfill its obligations under the Offer.

10. Confidentiality and Protection of Personal Data

10.1. By making Acceptance, the Donor confirms that they are familiar with and agree to the collection and processing of personal data.

10.2. The CHARITABLE FOUNDATION collects and processes the Donor's personal data for the purpose of fulfilling its obligations under the Offer and in accordance with the Law of Ukraine "On Protection of Personal Data."

10.3. The Donor agrees that after providing information about themselves when making a Charitable Donation, subscribing to news from the CHARITABLE FOUNDATION on the Website, they may receive reports on the results of public collections and the use of charitable donations by the CHARITABLE FOUNDATION, letters, and messages, including of an advertising nature.

10.4. The CHARITABLE FOUNDATION undertakes not to transfer the email address and other information about Donors to third parties, except in cases provided by the current legislation of Ukraine.

10.5. The CHARITABLE FOUNDATION is not responsible for the disclosure of personal data that occurred as a result of illegal actions of third parties or if such disclosure occurred with the consent of the Donor.

11. Term of the Offer. Procedure for Making Changes and Additions

11.1. The Public Offer comes into force from the moment of its posting on the Website and is valid until the liquidation of the CHARITABLE FOUNDATION unless another term is determined by it. The provisions of this clause also apply to additions (changes) to the Offer.

11.2. The CHARITABLE FOUNDATION reserves the right to unilaterally change the terms of the Offer at any time, without any restrictions, by publishing a new version of the Offer on the Website.

11.3. The Donor is obliged to independently monitor changes to the terms of the Offer by familiarizing themselves with the current new (actual) version on the Website.

12. Dispute Resolution Procedure

12.1. Disputes that may arise during the execution of the Charitable Donation Agreement concluded on the terms of the Offer are resolved through negotiations in writing.

12.2. A claim is submitted to the Party at the email address or in writing by sending a registered letter with acknowledgment of receipt, within no more than 10 (ten) calendar days from the date of occurrence of comments that are the basis for the dispute. The claim is considered within 10 (ten) calendar days, calculated from the day it is delivered to the Party to whom it is addressed.

12.3. If the Parties are unable to reach an agreement during negotiations in writing, the dispute that has arisen is subject to consideration in the manner prescribed by the current legislation of Ukraine.

13. Force Majeure

13.1. The Parties are released from liability for non-performance or improper performance of obligations under the terms of the Offer if such non-performance is the result of force majeure circumstances and their consequences, namely: war and military actions, fires, epidemics, floods, earthquakes or other natural disasters, sabotage, accidents, mass riots and disturbances, quarantine restrictions, acts of state authorities or administration, international sanctions, etc., which directly affect the execution of the Agreement and arose after its conclusion. In this case, the term for fulfilling obligations under such Agreement is extended for the duration of these circumstances and their consequences.

13.2. The Party that is unable to fulfill its obligations under the Agreement as a result of force majeure circumstances and their consequences is obliged within 15 days to notify the other Party in writing about the beginning or end of these circumstances, as well as provide documentary confirmation of their occurrence and existence.

13.3. Failure to notify or untimely notification of force majeure circumstances deprives the respective Party of the right to refer to these circumstances as grounds for release from

liability. Notification of the Organization about the occurrence of force majeure circumstances is possible, among other things, by posting relevant information on the Website.

13.4. Confirmation of the existence and duration of force majeure circumstances are certificates issued by authorized state bodies of Ukraine.

14. Information about the CHARITABLE FOUNDATION

CHARITABLE ORGANIZATION "CHARITABLE FOUNDATION "UMOTION"

State Registration Code: 45342402

Legal Address: Ukraine, 01033, Kyiv, Zhilyanska Street, Building 31

Phone: +380 (98) 050 44 44

Email: umotion.fund@gmail.com

Website: umotion.org.ua

Bank Details:

- **IBAN:** UA363204780000026003924919748
- **JSB "UkrGasbank" Kiev, Ukraine**
- **SWIFT:** UGASUAUK

Details for USD Account:

- **Beneficiary:**
 - **Name:** CO "CF "UMOTION"
 - **IBAN:** UA483348510000000026007232637
 - **Currency:** USD
- **Beneficiary Bank:**
 - **Bank Name:** FIRST UKRAINIAN INTERNATIONAL BANK
 - **Address:** 4, Andriivska Str., Kyiv, 04070, Ukraine
 - **Swift Bic:** FUIBUA2X
- **Correspondent Bank:**
 - **Bank Name:** JPMorgan Chase Bank N.A
 - **Swift Bic:** CHASUS33
 - **Bank Name:** The Bank of New York Mellon
 - **Swift Bic:** IRVTUS3N
- **Details of Payment (Purpose of Payment):**
 - **From Private Persons**

Details for EUR Account:

- **Beneficiary:**
 - **Name:** CO "CF "UMOTION"
 - **IBAN:** UA483348510000000026007232637
 - **Currency:** EUR

- **Beneficiary Bank:**
 - **Bank Name:** FIRST UKRAINIAN INTERNATIONAL BANK
 - **Address:** 4, Andriivska Str., Kyiv, 04070, Ukraine
 - **Swift Bic:** FUIBUA2X
- **Correspondent Bank:**
 - **Bank Name:** Commerzbank AG
 - **Swift Bic:** COBADEFF
 - **Bank Name:** Raiffeisen Bank International AG
 - **Swift Bic:** RZBAATWW
 - **Bank Name:** Landesbank Baden-Wuerttemberg
 - **Swift Bic:** SOLADEST

Details for UAH Account:

- **Beneficiary Name:** CHARITABLE ORGANIZATION "CHARITABLE FOUNDATION "UMOTION"
- **Account IBAN:** UA483348510000000026007232637
- **Company Name:** BO "BF "YUMOUSHN"
- **Bank Name:** JSC "PUMB"
- **EDRPOU Code:** 45342402
- **Currency Code:** UAH
- **IBAN:** UA493052990000026009016237689
- **Company Name:** BO "BF "YUMOUSHN"
- **Bank Name:** JSC CB "PRIVATBANK"
- **EDRPOU Code:** 45342402
- **Currency Code:** UAH