

	Charitable organization “Charity Fund “Direct Inclusion” EDRPOU code – 44711229 Address: Kyiv, Ukraine, 01010, Mazepy Ivana St., building 3, office 174 Phone: +380980940584 Email: help@pryame.com
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PUBLIC OFFER AGREEMENT ON PROVISION OF VOLUNTARY CHARITABLE DONATION

This Public offer agreement on the provision of voluntary charitable donation (hereinafter – “Offer”) aimed at an indefinite circle of individuals and legal entities (hereinafter – “Benefactor”) and is a public offer of THE CHARITY ORGANIZATION “THE CHARITY FUND “DIRECT INCLUSION,” EDRPOU -44711229, (hereinafter – “Fund”), registered at 01010, Kyiv, Pechersky district, st. Ivan Mazepa, 3, office 174, represented by the head of the Fund Ladygin Volodymyr Volodymyrovych, acting based on the Charter, to agree to the provision of a charitable donation (hereinafter – “Agreement”), on the terms described in this Agreement, with each Benefactor applying.

Benefactor and Fund are collectively referred to as the “Parties,” and each individually as the “Party.”

1. Terms and definitions used in the Agreement

Public offer – a valid offer of the Fund, posted on the official websites of the Fund: <https://pryame.com> and <https://en.pryame.com> on the provision of charitable donation aimed at an indefinite circle of individuals and legal entities.

Acceptance – full and unconditional acceptance of the Offer by performing actions aimed at making a money transfer using payment forms and means posted on the Fund’s website and by transferring monetary resources to the Fund’s current account through bank institutions. The Offer is considered accepted from the date of crediting monetary resources to the current account of the Fund.

Charitable donation – conducting of a voluntary money transfer by the Benefactor to achieve and implement the goals, objectives, directions, and types of statutory activities of the Fund by this Agreement, the Charter of the Fund, the Law of Ukraine “On Humanitarian Assistance” and the Law of Ukraine “On Charitable Activities and Charitable Organizations.

2. Subject of the Agreement

2.1. The subject of this Agreement is the gratuitous transfer by the Benefactor to the Charitable Donation Fund for the implementation of the statutory activities of the Fund.

2.2. The Charitable Donation is voluntary and is not subject to further return to the Benefactor.

2.3. Acceptance of the Offer means that the Benefactor agrees with all its provisions and is fully aware of and agrees with the subject of this Agreement to collect Charitable Donations publicly and with the right of the Fund to use part of the Benefactor's Charitable Donation for administrative expenses of the Fund in an amount not exceeding that provided for by the legislation of Ukraine.

2.4. The Benefactor and the Fund, guided by Art. 207, part 2 of Art. 639, Art. 641, and Art. 642 of the Civil Code of Ukraine agree that from the moment of Acceptance, this Agreement is considered to be concluded in written form. Herewith, the Parties consent that the failure of the Parties to comply with the registered legal proceeding does not mean its invalidity.

2.5. The Fund may enter into agreements for the provision of a Charitable Donation in a different manner and on other terms than provided for in this Agreement. The Benefactor may separately apply to the Fund to conclude such an agreement.

3. Objectives of the public collection of Charitable Donations

3.1. The objectives of the public collection of Charitable Donations to the Fund are determined by the Law of Ukraine "On Charitable Activities and Charitable Organizations," the Law of Ukraine "On Humanitarian Aid," and the Charter of the Fund.

3.2. Upon request, the Benefactor can indicate the purpose of the Charitable Donation (in the meaning of the payment or conclude a separate agreement with the Fund), choosing among the programs (projects) or goals announced by the Fund.

4. Making a Charitable Donation

4.1. The amount of the Charitable Donation is determined by the Benefactor independently and at their discretion using payment forms and means posted on the Fund's Website, as well as by transferring funds to the Fund's bank account.

4.2. The Benefactor transfers to the Fund a Charitable Donation in one or more payments. The number of payments and the amount of the Charitable Donation are unlimited.

4.3. The Charitable Donation is transferred in non-cash form.

4.4. The Charitable Donation is considered transferred when crediting monetary resources to the Fund's current account. The Benefactor bears all expenses for the payment of amounts (commissions) associated with the transfer (transfer and enrollment) of Charitable Donations.

4.5. The Charitable Donation is voluntary and is not subject to further return to the Benefactor.

4.6. By providing the Charitable Donation, the Benefactor guarantees and assures the Fund about:

(i) their legal capacity,

(ii) voluntary conclusion of the legal proceeding,

(iii) that the subject of the Charitable Donation is not under ban or arrest, is not pledged, is not burdened with any other rights of third parties, and was not acquired in violation of the Law of Ukraine "On Prevention and Counteraction to Legalization (Laundering) of Proceeds from Crime, Terrorist Financing and Financing of Proliferation of Weapons of Mass Destruction." If the Fund has reasonable doubts about any of these allegations, the Fund has the right to ask, and the Benefactor undertakes to provide appropriate confirmation of the veracity of these allegations.

5. Rights and obligations of the Fund

5.1. The Fund has the right to:

(1) Receive charitable Donations and use them to achieve the goals, objectives, directions, and types of statutory activities of the Fund by this Agreement, the Charter of the Fund, the Laws of Ukraine "On Humanitarian Assistance," "On Charitable Activities and Charitable Organizations";

(2) Without the consent of the Benefactor, change the directions of use of the Charitable Donation within the framework of the statutory activities of the Fund (except for cases when the Benefactor has determined the specific purpose of the Charitable Donation in the purpose of payment);

(3) Without the consent of the Benefactor, use part of the Charitable Donation for the Fund's administrative expenses, in the amount not exceeding that provided by the legislation of Ukraine.

5.2. The Fund shall be obliged to:

(1) Use the received Charitable Donations by the subject and conditions of this Agreement, the Charter of the Fund, the Laws of Ukraine "On Humanitarian Assistance," "On Charitable Activities and Charitable Organizations";

(2) Report on the use of Charitable Donations in the procedure defined by this Agreement and the legislation of Ukraine. The Fund's reports on the use of Charitable Donations shall be posted on the Fund's official websites: <https://pryame.com>, <https://en.pryame.com>, or both.

6. Rights of Benefactor

The Benefactor has the right to control the Fund's use of the Charitable Donation for its intended purpose.

7. Place of public fund collection

Public fund collection for the Charitable Donation is carried out on the territory of any country in the world. The direct activities of the Fund relating to public fundraising are carried out at the location of the Fund.

8. The term of fund collection

Public fund collection lasts until the termination of the Fund (including through liquidation) unless another period is determined by the decision of the Fund, about which the Benefactor will necessarily be notified by posted relevant information on the Fund's websites: <https://pryame.com>, <https://en.pryame.com>, or both.

9. The use of Charitable Donations

The use of Charitable Donations is carried out to ensure the achievement of the goals defined by the statutory activities of the Fund and the current legislation of Ukraine, in particular, the Law of Ukraine "On Charitable Activities and Charitable Organizations." The Fund uses charitable donations through its statutory activities and programs.

10. Responsibility of the Fund

10.1. In case of breach of obligations of this Agreement, the guilty Party shall be liable as defined by this Agreement and the legislation of Ukraine.

10.2. The Fund is responsible for violating the terms of this Agreement and the use of charitable donations contrary to the procedure provided for by the statutory activities of the Fund and the legislation of Ukraine, by the legislation of Ukraine.

10.3. The Party shall not be liable for breach of the Agreement if it is not its fault.

10.4. The Parties shall be liable only within the amount of the Charitable Donation transferred by the Benefactor hereunder.

11. Dispute settlement

11.1. All disputes related to this Agreement, its conclusion, or arising in its implementation shall be resolved through negotiations between representatives of the Parties. If the dispute cannot be resolved through negotiations, it is resolved in court under the established jurisdiction and jurisdiction of such a dispute in the procedure prescribed by the legislation of Ukraine.

11.2. The provisions of the legislation of Ukraine shall apply to relations between the Parties.

12. Processing of personal data

12.1. The Benefactor agrees that after entering personal information on the Fund's Sites, their contact information can be used by the Fund to send letters and messages, including electronic forms. Herewith, the Fund has the right, by necessity caused by the fulfillment of the conditions of the legislation of Ukraine and this Agreement, to transfer such personal data to third parties.

12.2. By accepting the Public Offer, the Benefactor confirms that they are familiar with the Privacy Policy (posted on the Fund's website) and consent to collecting, processing, and using the attached personal data.

12.3 The Benefactor is responsible for the accuracy of the information specified in the transfer of the charitable donation.

12.4. In case of any questions about this Public Offer, contact the Fund by sending a message to the email address help@pryame.com

13. Changes in the terms of the Public Offer

The Fund has the right to make changes to this Public Offer. All changes shall be published on the official websites of the Fund: <https://pryame.com>, <https://en.pryame.com>, or both, at least seven calendar days before the date of the change's entry into force. Upon the changes to the terms of the Public Offer entry into force, the consent of the Benefactor is not required.

APPENDIX
TO THE PUBLIC OFFER AGREEMENT
ON PROVISION OF VOLUNTARY CHARITABLE DONATION

CONSENT-NOTICE
for the collection, processing, and use of personal data

I, the Benefactor, who accepted the Public Offer to provide a voluntary charitable donation to the CHARITABLE ORGANIZATION " CHARITY FUND" DIRECT INCLUSION "(EDRPOU - 44711229), hereinafter - the Fund, in accordance with the Law of Ukraine "On the Protection of Personal Data" consciously and voluntarily provide the Fund my consent to the automated, as well as the non-automated processing (including the collection, accumulation, storage and use) of my personal data, in particular: surname, name, patronymic, passport data, registration number of the taxpayer's account card, photo or other image record, number of means of communication, e-mail address, data on the place of residence, other data voluntarily provided by me for the purpose of processing - in order to ensure the implementation of civil, economic and legal relations; administrative, legal, tax relations, relations in the field of accounting; relations in the field of statistics; and ensuring the implementation of other relations that require the processing of personal data in accordance with the Civil Code of Ukraine, the Tax Code of Ukraine, the Law of Ukraine "On Charitable Activities and Charitable Organizations," other normative legal acts of Ukraine, the Charter of the Fund, and other local acts of the Fund.

This document provides consent to the transfer (distribution) of their personal data included in the database of personal data of counterparties of the Fund, solely for the above purpose and in the procedure prescribed by the Law of Ukraine "On Protection of Personal Data" and local acts of the Fund, which establish the procedure for processing and protection of personal data. I do not require notification of the transfer (distribution) of my personal data included in the specified database of personal data to third parties if such transfer (distribution) occurs in my interests to implement the abovementioned legal relations.

This consent confirms that I have been notified in written form about the inclusion of my personal data in the database of the personal data of the counterparties of the Fund, the purpose of processing personal data (according to the purpose specified in this document) and the persons to whom my personal data are transferred, as well as about my rights provided for in Art. 8 of the Law of Ukraine "On Protection of Personal Data."

This consent notice is valid for an indefinite period.