

Public offer to provide non-refundable financial assistance (charitable contributions)

Charitable organization "VOLUNTEERING AND PROTECTION CENTER" (legal entity identification code 44813500), (hereinafter referred to as the Organization), represented by the Chairman of the Foundation Andrii Volodymyrovskyi, acting on the basis of the Charter, on the one hand, guided by Article 634 of the Civil Code of Ukraine, publicly offers an indefinite number of persons to conclude an agreement on the provision of non-refundable financial assistance (charitable contributions) (hereinafter referred to as the Agreement) via the Internet, for which purpose it publishes this Agreement, the subject and essential terms of which are set out below:

I. DEFINITION OF TERMS

1. Public Offer is a current offer of the Organization posted on the official website of the Organization <https://vdc.in.ua/> to provide non-refundable financial assistance (charitable contributions) addressed to an unlimited number of persons wishing to make a charitable donation.
2. Acceptance is the full and unconditional acceptance of the Public Offer by taking actions to make a money transfer using the payment forms and means posted on the Site, as well as by transferring funds to the Organization's current account through bank institutions. The moment of Acceptance is the date of the money transfer and/or crediting of funds to the bank account of the Organization.
3. The beneficiary is the Charitable Organization "Center for Volunteering and Protection", legal entity identification code 44813500.
4. Charitable donation (charitable contribution) means an additional gratuitous transfer of funds by the Donor to the Organization to achieve certain pre-agreed-upon goals of the Organization in accordance with the Agreement and the Law of Ukraine "On Charitable Activities and Charitable Organizations".

II. SUBJECT OF THE CONTRACT

1. The subject of this agreement is a gratuitous and voluntary transfer of funds to the Organization's ownership by way of charitable contributions to the statutory activities of the Organization.
2. The subject matter of this Agreement shall not be the receipt of profit directly or indirectly by any of the parties hereto.

III. THE PROCEDURE FOR PROVIDING NON-REFUNDABLE FINANCIAL ASSISTANCE

1. The benefactor independently determines the amount of the charitable donation.
2. Acceptance of the Offer means that the Donor agrees with all the provisions of the Agreement, is familiar with the Charter of the Organization, is familiar with the goals, objectives of the Organization and the areas of its activities and fully understands and agrees with the subject matter of the Agreement.
3. The Benefactor and the Organization, guided by Art. 207, Part 2 of Art. 639, Art. 641, 642 of the Civil Code of Ukraine, agree that from the moment of Acceptance, the Agreement shall be deemed to be concluded in writing. In this case, the Parties agree that the failure of the parties to comply with the written form of the transaction does not mean its invalidity.
4. All expenses for the payment of amounts (fees) related to the transfer and crediting of non-refundable financial assistance (membership fees) shall be borne by the Organization.

IV. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 6.** The organization has the right to:
 - 6.1.** Receive non-refundable financial assistance (charitable donations) and use them to carry out the statutory activities of the Organization.
 - 6.2.** Without the consent of the Donor, to change the directions of use of the donation within the framework of the Statutory activities of the Organization;
 - 6.3.** Without the Donor's consent, to use a part of the Charitable Donation for the administrative expenses of the Organization in the amount not exceeding the amount provided for by the legislation of Ukraine;
 - 6.4.** To change the terms and conditions of this Agreement without the consent of the Donor.
- 7.** The organization is obliged:
 - 7.1.** In case the donation is used contrary to the purposes of this Agreement, return the funds to the Donor upon his/her written request.
 - 7.2.** Provide information to the Donor on the funds used by the Organization that were received from the Donor as non-refundable financial assistance (charitable contribution).
- 8.** The rights of the Benefactor:
 - 8.1.** Upon written request, to have access to the financial statements of the Organization.
 - 8.2.** Receive additional information on the activities of the Organization in the manner and within the timeframe provided for by the legislation of Ukraine.
 - 8.3.** Participate in events organized by the Organization.

V. PLACE OF PUBLIC FUNDRAISING

- 1.** Public collection of non-refundable financial assistance (charitable contributions) is carried out on the territory of Ukraine.

VI. FUNDRAISING DEADLINE

- 1.** The public collection of non-refundable financial assistance (charitable contributions) shall continue until the liquidation of the Organization, unless another term is determined by the Organization.