

Public Offer Agreement for Charitable Donation

This public offer for charitable donation (hereinafter referred to as the Offer) is addressed to the public – both individuals and legal entities (hereinafter referred to as the Donor) that are visitors of the website www.music-bridge.org (hereinafter referred to as the Website), and represents an official public offer of **International Charitable Foundation «International Music Bridge»**, represented by Oleksii Saranchin, Director, acting ex-officio, on the basis of the Charter (hereinafter referred to as the Foundation), to enter into the agreement for charitable donation (hereinafter referred to as the Agreement), the subject matter and essential conditions whereof are stated as follows:

1. Terms and Definitions

1.1. **Public Offer (and/or Offer)** is a valid offer of the Foundation published on the Website for making charitable donations and addressed to the public, including the Donor.

1.2. **Acceptance** is full and unconditional acceptance of the Public Offer by taking actions to transfer money with the use of the payment options and means available on the Website, as well as by transferring money to the current account of the Foundation via banking institutions. The acceptance shall become effective on the day when respective money is credited to the bank account of the Foundation.

1.3. **Charitable Donation** is a gratuitous transfer of money by the Donor to the Foundation for further use thereof to achieve the objectives set forth by the Charter or charitable programs of the Foundation, in compliance with the Law of Ukraine «On Charity and Charitable Organizations», the Foundation's Charter, and this Agreement.

1.4. **Donor** is a legally capable individual or legal entity that voluntarily engages in one or several charitable activities. For the purposes of this Agreement, the Donor is an individual and/or a legal entity that has accepted the Offer.

2. Subject Matter of the Agreement

2.1. The subject matter of this Agreement is the gratuitous and voluntary transfer of money by the Donor to the Foundation by making a charitable donation for the purpose to support the Foundation's statutory activities, including (without limitation) give charitable assistance to gifted children, children with disabilities, orphan children and children deprived of parental care, under the Foundation's programs and projects in the fields of culture, education, intellectual development, in compliance with the Law of Ukraine «On Charity and Charitable Organizations».

2.2. The Donor shall be free to independently determine the amount of the charitable donation.

2.3. The subject matter of this Agreement shall not be direct or indirect generation of profits by any party to the Agreement.

3. Acceptance

3.1. Acceptance of the Offer shall mean that the Donor agrees to all the provisions hereof, understands and consents that the donation will be used for the purposes stipulated by the Charter of the Foundation, which could be made available to the Donor upon the respective request sent to the email: info@music-bridge.org. Furthermore, the Donor fully understands and agrees with the subject matter of this Agreement as for the purpose of the public fundraising, and with the Foundation's right to use a part of the Charitable Donation made by the Donor for covering administrative expenses of the Foundation, in the amount of no more than provided for by Ukrainian laws.

3.2. Being guided by Art. 207, 639, 641, 642 of the Civil Code of Ukraine, Art. 6 and 7 of the Law of Ukraine «On Charity and Charitable Organizations», the Donor and the Foundation

hereby agree that the Agreement shall be deemed concluded in writing immediately after the Acceptance becomes effective. In doing so, the Parties agree that the failure of the parties to comply with the written form of the deal shall not cause invalidity hereof.

4. Rights and Obligations of the Foundation

4.1. The Foundation has the right to:

- receive the Charitable Donations and use them in accordance with the subject matter, terms and conditions of this Agreement;
- subject to approval by the Donor, change the use of donations, except where there is one intended use of the donation, i. e. one charitable program, as provided for by clause 8.3. Section 8 of this Agreement;
- without consent of the Donor, use a part of the Charitable Donation for covering administrative expenses of the Foundation, in the amount of no more than provided for by Ukrainian laws.

4.2. The Foundation has the obligation to:

- annually post reports on the use of donations, in soft copies, on the Foundation's Website;
- use received donations only for the purposes set forth by the Foundation's Charter.

5. Rights of the Donor

The Donor has the right to:

- exercise control over the intended use of the charitable donation;
- in the manner set forth by the law, change beneficiaries (recipients) of the charitable donation where there is a breach of the respective purpose, terms and procedures in the use of such donation or a part thereof as stipulated by the terms and conditions of this Agreement.

6. Place of the Public Fundraising

The public fundraising for collecting the Charitable Donation shall take place in the territory of any country in the world. The immediate action as related to the public fundraising under this Agreement shall be taken by the Foundation at its location.

7. Period of the Public Fundraising

The public fundraising shall last until the liquidation of the Foundation, unless the Foundation determines otherwise.

8. Procedure for the Use of Charitable Donations

8.1. The Charitable Donations collected under this Agreement shall be used for the Foundation's charitable purposes.

8.2. The Donor or authorized persons thereof shall have the right to exercise control over the target use of the charitable donation, including for the benefit of third parties.

8.3. The Donor hereby agrees that the charitable donation shall be used as intended, i. e. as a part of one charitable program. In the event the fundraising is closed or no longer relevant for a particular project, charitable campaign or charitable event, which is a part of the specific charitable program, the Donor agrees that such charitable donation may be used by the Foundation for the implementation of a different project, charitable campaign or charitable event, which remains valid under the same charitable program, without the express approval by the Donor.

8.4. The purpose and use of the charitable donation may be changed subject to the consent of the Donor or legal successors thereof, as well as on the basis of a court decision, or in other cases provided for by applicable laws, except as otherwise set forth by clause 8.3 Section 8 of this Agreement.

8.5. The donations received by the Foundation may be returned to the Donor only in cases stipulated by the laws of Ukraine.

8.6. Liability of the parties for a breach of this Agreement or for an improper use of the Charitable Donations shall be imposed in compliance with the effective laws of Ukraine.

9. Public Access to the Foundation's Financial Reports

9.1. Access to the Foundation's financial reports shall be provided by the Foundation by way of annually publishing them on the Foundation's Website in electronic form.

9.2. Any other information may be provided by the Foundation in the manner and within the time limits stipulated by the laws of Ukraine.

10. Miscellaneous

10.1. All expenses for the payment of fees (commissions) related to the transfer and crediting of the Charitable Donation shall be borne by the Donor.

10.2. By the Acceptance, the Donor confirms that he/she has read and agrees to the terms and conditions of Annex 1 to this Agreement as for the collection and processing of personal data.

10.3. The Donor agrees that after the Donor's information is posted on the Foundation's website and the Donor is registered on the website, such contact information may be used by the Foundation to send letters or messages, including in electronic form. At the same time, the Foundation shall not disclose the Donor's contact details to third parties, except as otherwise expressly provided for by the Ukrainian laws. Furthermore, the Donor hereby agrees that the information thereof (in particular, full name) may be used (only with the Donor's express consent) by the Foundation in mass media, on the Foundation's website or its accounts in social networks.

Annex No. 1

to the Public Offer Agreement
for Charitable Donation entered
into between the Donor and
International Charitable Foundation
«International Music Bridge»

NOTICE OF CONSENT to collection, processing and use of personal data

I, the Donor who has accepted the Public Offer for Charitable Donation made by **International Charitable Foundation «International Music Bridge»**, as provided for by the Law of Ukraine "On Personal Data Protection", knowingly and voluntarily give my consent to **International Charitable Foundation «International Music Bridge»** (hereinafter referred to as the Foundation), for automated and non-automated processing (including collection, accumulation, storage and use) of my personal data, which is required to enable relations in the area of charitable activities and engage individuals in philanthropy, in compliance with the laws of Ukraine, the Foundation's Charter and other internal regulations, to the extent necessary for the said personal data processing.

I hereby also give my consent to the transfer (disclosure) of my personal data, only for the above mentioned purpose and in the manner set forth by the Law of Ukraine "On Personal Data Protection". I do not require any notice regarding the transfer (disclosure) of my personal data

to third parties, provided that such transfer (disclosure) takes place in my best interests for the purpose of enabling the above mentioned legal relations.

By signing hereof, I confirm that I have been notified in writing with regard to the purposes of personal data processing (which purposes have been stated above herein) and the persons who will receive access to my personal data, as well as with regard to my rights provided for by Art. 8 of the Law of Ukraine "On Personal Data Protection", which stipulates that the personal data owner has the following rights:

- 1) know about the sources of collection, location of his/her personal data, purpose of its processing, location or place of residence (temporary residence) of the controller or processor of personal data, or issue a respective proxy to authorized persons for obtaining such information, except for cases established by laws;
- 2) receive information on conditions for access to personal data, in particular, information about the third parties who receive access to his/her personal data;
- 3) have access to his/her personal data;
- 4) receive a response with regard to whether his/her personal data is processed, as well as receive the content of such personal data, within the period of no more than thirty calendar days upon the receipt of the relevant request, except as otherwise provided for by laws;
- 5) submit a motivated request to the controller of personal data with the objection against processing of his/her personal data;
- 6) submit a motivated request to change or destroy his/her personal data by any controller and processor of such personal data, where such data is processed illegally or is inaccurate;
- 7) protect his/her personal data against illegal processing and accidental loss, destruction, damage due to deliberate concealment, failure to provide or timely provide such data, as well as be protected against provision of data which is inaccurate or disgraceful for the human honour, dignity and business reputation;
- 8) file complaints regarding his/her personal data processing to the Commissioner or to the court;
- 9) use legal remedies in case there is a breach of the data protection laws;
- 10) when giving the consent, make reservations with regard to the restrictions on the right to process his/her personal data;
- 11) withdraw the consent to the processing of his/her personal data;
- 12) be informed of the automated data processing mechanism;
- 13) be protected against an automated decision having legal implications for him/her.

Please also be informed that, as defined by Art. 2 of the Law of Ukraine "On Personal Data Protection", processing of personal data means an action or a combination of actions such as collection, registration, accumulation, storage, adaptation, change, updating, use and disclosure (dissemination, sale, transfer), depersonalization, or destruction of personal data, including with the use of (automated) information systems.

This Notice of Consent shall remain in full force and effect for an indefinite period.