

## **Agreement on public offer for charitable donation**

This Public offer for charitable donation (hereinafter - the Offer) is aimed at an uncertain circle of individuals, legal entities or associations of citizens (hereinafter - the Donor) and is a public proposal of THE RELIGIOUS ORGANIZATION “ALL-UKRAINIAN SPIRITUAL CENTER “VIDRODZHENNIA” (EDRPOU Code 38359370) represented by the Executive Director Slobodeniuk Lina Ivanivna acting on the basis of the Charter (hereinafter - the Religious Organization) to conclude the agreement on charitable donation on the following terms:

### **1. Terms and definitions used in the Agreement**

1.1. Public offer (and/or the Offer) is a valid proposal of the Religious Organization put on the site: vpay.org to provide a charitable donation aimed at an uncertain circle of individuals.

1.2. Acceptance is the complete and unconditional acceptance of the Offer by means of actions aimed at the execution of a money transfer using payment forms and means as put on the site of the Religious Organization or by transferring money on the current account of the Religious Organization through the banks. The Offer is considered accepted from the date of transfer of money on the current account of the Religious Organization.

1.3. Charitable donation is the Donor’s free transfer of money into the ownership of the Religious Organization for the following use for the purpose of achieving the intents of the Religious Organization provided for by the Charter or programs of the Religious Organization in accordance with the Law of Ukraine “On Freedom of Conscience and Religious Organizations”, the Law of Ukraine “On Charitable Activities and Charitable Organizations”, the Charter of the Religious Organization and this Agreement.

1.4. Donor is an individual having legal capacity or a legal entity of private law (including a charitable organization) carrying out voluntarily one or several types of charitable activities. Within the meaning of this Agreement, the Donor is an individual or legal entity who has accepted this Offer.

### **2. Subject of the Agreement**

2.1. The subject of this Agreement is the Donor’s free and voluntary transfer of money into the ownership of the Religious Organization by means of the charitable donation to provide statutory activities of the Religious Organization, including (but not limited) the provision of charitable assistance to the Religious Organization in accordance with the Law of Ukraine “On Freedom of Conscience and Religious Organizations”, the Law of Ukraine “On Charitable Activities and Charitable Organizations”, programs of the Religious Organization, etc.

2.2. The Donor independently determines the amount of charitable donation. The implementation of this Agreement by the parties is not intended to earn profit or any benefits for either party.

### **3. Acceptance**

3.1. The Donor having accepted the Offer states that he agrees with all the terms and conditions of the Offer and understands and agrees that the donation will be used to achieve the intents stipulated by the Charter of the Religious Organization which can be available by sending an inquiry to the e-mail [info@vo.org.ua](mailto:info@vo.org.ua) . In addition, by accepting the Offer, the Donor fully understands and agrees with the subject of the Agreement, the intents and purpose of public fund-raising and also confirms

the right of the Religious Organization to use part of the charitable donation to the administrative expenses of the Religious Organization in the amount not exceeding that provided for by the legislation of Ukraine.

3.2. The Parties agree that after the acceptance of the Offer this Agreement is deemed to be concluded in writing in accordance with Articles 207, 639, 641 and 642 of the Civil Code of Ukraine and Articles 6 and 7 of the Law of Ukraine “On Charitable Activities and Charitable Organizations”. The parties also agree that after the acceptance of the Offer the failure to conclude this Agreement in the form of a separate document does not entail invalidity of this Agreement.

#### **4. Rights and obligations of the Religious Organization**

4.1. The Religious Organization is entitled to:

- receive charitable donations and use them in accordance with the subject and terms of this Agreement and its statutory activities;
- change the areas of using the charitable donation within the statutory activities of the Religious Organization without the Donor’s consent;
- use part of the charitable donation to the administrative expenses of the Religious Organization in the amount not exceeding that provided for by the legislation of Ukraine.

4.2. The Religious Organization undertakes to:

- report on the use of charitable donations at the request of the Donor;
- use the received donations exclusively for the achievement of the intents provided for by the Charter of the Religious Organization.

#### **5. The Donor’s rights**

5.1. The Donor is entitled to:

- exercise control over the use by the Religious Organization of the charitable donation according to the intended purpose and in accordance with the statutory activities.

#### **6. Place of public fund-raising**

6.1. Public fund-raising of the charitable donation is carried out in the territory of any country of the world. The specific activities of the Religious Organization concerning the achievement of the intents provided for by the Charter of the Religious Organization are carried out in the territory of Ukraine.

#### **7. Term for fund-raising of the charitable donation**

7.1. The public fund-raising of the charitable donation lasts until the termination of the activities of the Religious Organization (including because of its liquidation) unless another term is determined by the decision of the Religious Organization which will be notified to the Donor by posting the relevant information on the site: vpay.org.

## **8. Procedure for the use of charitable donations**

8.1. The use of charitable donations is carried out in accordance with the intents specified by the statutory activities of the Religious Organization and the current legislation of Ukraine, in particular the Law of Ukraine “On Charitable Activities and Charitable Organizations”, the Law of Ukraine “On Freedom of Conscience and Religious Organizations”. The Religious Organization uses charitable donations in accordance with its statutory activities and programs of the Religious Organization.

## **9. Responsibility of the Religious Organization**

9.1. The Religious Organization is responsible for violating the terms of this Agreement and the use of charitable donations in spite of the procedure provided for by the statutory activities of the Religious Organization and the legislation of Ukraine in accordance with the current legislation of Ukraine.

## **10. Procedure for the general access to the information of the Religious Organization**

10.1 The financial reports of the Religious Organization and other information is disclosed by the Religious Organization in the order and in scope provided for by the legislation of Ukraine and at the Donor’s request.

## **11. Final provisions**

11.1 The expenses associated with the transfer of charitable donations (commission for the transfer of funds, taxes, fees, etc.) is borne by the Donor. By accepting the Offer, the Donor confirms that he is familiar with Addendum 1 to this Agreement and consents to collecting, processing and use of personal data in the manner set forth in Addendum 1 to this Agreement and the applicable law of Ukraine.

11.2. The Donor agrees that his contact information may be used by the Religious Organization to send letters and messages including in electronic form after his personal data have been provided and registered on the site of the Religious Organization. At the same time, the Religious Organization undertakes not to disclose information on the Donor’s contact information to third parties, except in cases explicitly provided for by the legislation of Ukraine. Also, the Donor consents that his information (in particular, surname, first name, patronymic) can be used (by his additional consent only) by the Religious Organization in the media or on the site of the Religious Organization.

**NOTIFICATION OF CONSENT**  
to collecting, processing and use of personal data

I, the Donor who has accepted the public offer for charitable donations to THE RELIGIOUS ORGANIZATION “ALL-UKRAINIAN SPIRITUAL CENTER “VIDRODZHENNIA” according to the Law of Ukraine “On Personal Data Protection” do deliberately and voluntarily give to THE RELIGIOUS ORGANIZATION “ALL-UKRAINIAN SPIRITUAL CENTER “VIDRODZHENNIA” (hereinafter - the Religious Organization) my consent to automated and also without using automation processing (including collecting, accumulation, storage and use) of my personal data, namely: surname, first name, patronymic, passport details, registration number of taxpayer’s record card, photo or other image record, communication number, e-mail address, residence data, other data voluntarily provided by me for processing, - in order to ensure the implementation of civil, economic and legal relations; administrative and legal, tax relations, relations in the field of accounting; relations in the field of statistics; and ensuring the implementation of other relations requiring personal data processing in accordance with the Civil Code of Ukraine, the Tax Code of Ukraine, the Law of Ukraine “On Charity and Charitable Organizations”, the Law of Ukraine “On Freedom of Conscience and Religious Organizations”, other normative legal acts of Ukraine, the Charter of the Religious Organization, other local acts of the Religious Organization. I do hereby also consent to the transfer (distribution) of my personal data solely for the above purpose and in the manner provided for by the Law of Ukraine “On Personal Data Protection” and local acts of the Religious Organization which establish the procedure for personal data processing and protection. I do not require the notification of the transfer (distribution) of my personal data to third parties if such transfer (distribution) takes place in my interests in order to realize the above legal relationship. By signing this notification of consent, I confirm that I have been notified in writing (a) about the purposes of personal data processing (in accordance with the purpose set forth therein) and the persons to whom my personal data are transferred, as well as about my rights provided for by the Law of Ukraine “On Personal Data Protection”.

This notification of consent is valid for an indefinite period.