

AGREEMENT
on making a charitable donation
(public offer)

WEBSPARK CHARITY FOUNDATION, represented by its Chairman Yevhen Katrych, acting based on the charter, hereinafter referred to as the “Beneficiary”, offers any individual or legal entity, hereinafter referred to as the “Benefactor”, hereinafter referred to collectively as the “Parties”, to provide charitable aid.

In accordance with Article 641 of the Civil Code of Ukraine, this proposal (offer) is a public offer to enter into a charitable donation agreement (hereinafter referred to as the Agreement), the complete and unconditional acceptance of the terms of which is considered to be the provision of charitable aid by the Benefactor to the Beneficiary in monetary form.

1. Subject of the Agreement

1.1. According to the terms of this Agreement, the Benefactor provides the Beneficiary with funds (hereinafter referred to as the Donation) for charitable purposes voluntarily and free of charge, and the Beneficiary accepts the Donation and undertakes to use it in accordance with the purpose and objectives specified in the Beneficiary's Charter.

1.2. The Parties agreed that any time limits or specific procedure shall not limit the use of the Donation by the Beneficiary but within the purposes outlined in Clause 1.1. of this Agreement.

1.3. The Benefactor agrees that the Donation is a charitable, non-refundable contribution that is not returned to the Benefactor. The Benefactor undertakes to verify the information provided by him/her before transferring the funds.

2. Donation transfer

2.1. The Benefactor transfers the Donation by bank transfer to the Beneficiary's bank account.

2.2. The Beneficiary shall acquire ownership of the Donation from the moment it is received in the Beneficiary's bank account, i.e., acceptance of the Donation.

3. Purpose of the Donation

3.1. The Beneficiary may provide a report on the use of the Donation to control the intended use of the Donation provided for in clause 1.1. of this Agreement.

3.2. If the project for which the Benefactor transferred the Donation is not implemented (the fundraising is closed or irrelevant), or if the Benefactor transfers any remaining funds to the Beneficiary for a specific project, the Benefactor gives the Beneficiary permission to use the Donation and excess funds to implement another project within the statutory goals of the Beneficiary.

3.3. Before the start of the project, the Beneficiary shall publish on its website, <https://www.webspark.ua/>, in the “Projects” section, the name of the project, its description, purpose, and the required amount for assistance or project implementation, as well as the estimated time frame for collection.

4. Responsibility

4.1. The Beneficiary shall be liable for violation of the terms of this Agreement and for using the Donation contrary to the purposes specified in clause 1.1. of this Agreement and the legislation of Ukraine.

4.2. All disputes are resolved through negotiations. If the parties cannot agree, the dispute shall be referred to the court per Ukraine's current legislation.

5. Other conditions

5.1. This Agreement is a public offer of the Beneficiary, i.e., an offer to enter into an agreement. By making a Donation, the Donor confirms that he/she has accepted the Beneficiary's offer, i.e., has accepted the Agreement.

5.2. By making a Donation, the Benefactor confirms that he/she is fully acquainted with and agrees to the terms of this Agreement.

5.3. By making a Donation, the Benefactor confirms that he/she has granted permission to process his or her personal data and confirms that he or she is aware of and understands the rights established by the Law of Ukraine "On Personal Data Protection".

Beneficiary:

WEBSPARK CHARITABLE FOUNDATION (BF WEBSPARK)

Address: 12 Gagarina Avenue, Kharkiv, Kharkiv Region, post office 61010, Ukraine.

Company number: 44859414

BF WEBSPARK is a non-profit organization, not a VAT payer.

Chairman of BF WEBSPARK Yevhen Katrych