

PUBLIC OFFER AGREEMENT ON PROVIDING A CHARITABLE DONATION

1. General Provisions

1.1. This public offer for providing a charitable donation (the Offer) is addressed to an indefinite number of legally capable individuals and legal entities who voluntarily engage in charitable activities and are visitors of the website: <https://kievhosed.org.ua> (hereinafter each such person referred to as the Donor), and constitutes a public proposal of the charitable organization "International Charitable Foundation 'Jewish Hesed "Bnei Azriel'", EDRPOU code 38317194 (hereinafter – the Foundation), represented by Director Hryhorii Leonidovych Kolodach, acting on the basis of the Charter, to conclude an agreement with every Donor who applies to provide a charitable donation under the terms set out below.

2. Subject of the Agreement

2.1. The subject of this Agreement is the gratuitous, voluntary, and irrevocable transfer by the Donor to the Foundation of funds by making a charitable donation to support the statutory activities of the Foundation, and the Foundation, in turn, accepts such donation and undertakes to use it to carry out charitable activities in accordance with the Charter and the laws of Ukraine.

2.2. The performance of this Agreement by the Parties is not intended to obtain profit or any other benefits for either Party.

2.3. This Agreement is concluded under the terms of an adhesion contract (in accordance with Article 634 of the Civil Code of Ukraine) and is considered concluded at the moment of acceptance of the public offer.

2.4. The transfer of funds by the Donor under this Agreement is recognized as a charitable donation in accordance with Article 6 of the Law of Ukraine "On Charitable Activities and Charitable Organizations".

3. Acceptance of the Agreement

3.1. Acceptance of the Offer means that the Donor agrees with all its provisions without any exceptions and/or limitations, has familiarized themselves with the Foundation's Charter, and fully understands and agrees with the subject of the Agreement, with the purpose of public fundraising, granting the Foundation the right to use part of the Donor's charitable contribution for administrative expenses of the Foundation in an amount not exceeding 20 percent of the Foundation's income for the current year.

3.2. The Offer is considered accepted, and the Agreement concluded, from the date the funds are credited to the Foundation's current account or recorded in the Foundation's cash desk.

3.3. The Parties agree that from the moment the Offer is accepted, this Agreement is concluded in written form in accordance with the Civil Code of Ukraine and the Law of Ukraine "On Charitable Activities and Charitable Organizations". At the same time, the Parties agree that after acceptance of the Offer, the absence of this Agreement as a separate document does not invalidate it.

4. Procedure for Providing a Charitable Donation

4.1. The Donor independently and at their own discretion determines the amount of the donation and has the right to request and receive information from the Foundation regarding the nature and amount of the necessary charitable assistance for specific purposes of the Foundation's activities.

4.2. Charitable donations may be provided by the Donor through:

4.2.1. making a money transfer via payment forms and tools located on the Website;

4.2.2. making a money transfer to the Foundation's current accounts according to the Foundation's bank details.

4.3. The payment is considered made at the moment the bank or payment system confirms the successful transaction.

4.4. Expenses related to making charitable donations (transfer commission fees, taxes, charges, etc.) are borne by the Donor if such expenses are charged to the Donor, or by the Foundation if such expenses are charged to the Foundation.

4.5. The Donor is responsible for the accuracy of the information provided when sending the Donation.

4.6. Charitable donations are not refundable to the Donor. In case of an uncontrolled situation, the issue of refunding an erroneously transferred amount is reviewed individually.

5. Rights and Obligations of the Parties

5.1. The Donor has the right to:

5.1.1. provide the Foundation with charitable donations without restrictions on the amount or frequency throughout the duration of this Agreement;

5.1.2. receive information on the use of their charitable donation by reviewing the Foundation's reports published on the Website;

5.2. The Foundation is obligated to:

5.2.1. provide the Donor, upon request, with a report on the allocation and purposes of usage of the charitable donation;

5.2.2. use the charitable donations received to achieve the purposes defined in the Foundation's Charter;

5.2.3. maintain the confidentiality of information (including personal data) received from the Donor in accordance with the Foundation's Privacy Policy;

5.3. The Foundation has the right to:

5.3.1. receive charitable donations and use them in accordance with the terms and purpose of this Agreement and its statutory activities;

5.3.2. use part of the charitable donation for administrative expenses of the Foundation in an amount not exceeding that established by the Law of Ukraine "On Charitable Activities and Charitable Organizations";

5.3.3. change the directions of use of charitable donations within the scope of the Foundation's statutory activities.

6. Liability of the Parties

6.1. In case of non-performance or improper performance of their obligations under the Offer, the Parties are liable in accordance with the legislation of Ukraine and the terms of this Offer.

6.2. The Foundation is not liable for actions or omissions of third parties that prevent it from fulfilling its obligations under the Offer.

7. Dispute Resolution Procedure

7.1. All disputes arising from the execution of this Agreement concluded under the Offer shall be resolved through written negotiations.

7.2. A claim must be submitted in writing by sending a registered letter with confirmation of delivery within 10 (ten) calendar days from the date of the circumstances giving rise to the dispute. The claim is reviewed within 30 (thirty) calendar days from the date of delivery to the Party concerned.

7.3. If the Parties fail to reach an agreement through written negotiations, the dispute shall be resolved in accordance with the current legislation of Ukraine.

8. Final Provisions

8.1. By accepting the Offer, the Donor grants the Foundation consent to process their personal data disclosed when making a charitable donation for the purpose of fulfilling this Agreement.

8.2. The Offer enters into force on the day it is published on the Foundation's Website and remains valid indefinitely. The Foundation may cancel the Offer at any time without

explanation. Amendments and additions to the Offer may be made unilaterally and take effect on the day they are published on the Foundation's Website.

8.3. The Donor must independently monitor changes to the Offer by reviewing the current version posted on the Website.

8.4. The Donor may not request termination of this Agreement except as provided by law.

8.5. By performing the actions provided by this Agreement, the Donor confirms that they have read and understood the terms and text of this Agreement, acknowledge the significance of their actions, confirm their legal capacity and voluntary consent, and declare that the subject of the charitable donation is not prohibited, arrested, pledged, encumbered by third-party rights, or acquired in violation of Ukrainian Law No. 361-IX "On Prevention and Counteraction to Legalization (Laundering) of Proceeds of Crime, Terrorism Financing and Proliferation of Weapons of Mass Destruction", and fully agree to the terms of this Agreement.