



NPO Gift to an Angel Charitable Foundation, TIN – 9705083059, Moscow, Russia
tel. +7-499-394-51-58, <http://podarokangelu.com/>, e-mail: deti@podarokangelu.com

CEO of CF "Gift to an Angel"

A.M. Prikazchikova

01.01.2020



Agreement No. 040917

Public Offer of Voluntary Donation

NPO Gift to an Angel Charitable Foundation represented by its General Director Anastasia Prikazchikova acting on the basis of the Charter, hereinafter referred to as the «Beneficiary», hereby offers to legal entities and individuals, hereinafter – the «Benefactor», to conduct an Agreement of Voluntary Donation under the following terms and conditions:

This offer is a public offer in accordance with par. 2 of article 437 of the RF Civil Code. The fact that the Benefactor transfers money to the Beneficiary's bank account shall be considered as the acceptance of this offer. The acceptance of this offer by the Benefactor means that the latter has read and understood and agreed to comply with all the terms of this Agreement of Voluntary Donation.

1. Subject of Agreement

1.1. In accordance with this Agreement, the Benefactor transfers his/her own money to the Beneficiary's bank account as a voluntary donation and the Beneficiary accepts the donation and disburses the accepted money in compliance with the statutory objectives.

2. Conclusion of Agreement

2.1. This Agreement is considered concluded and effective from the moment when the money transferred by the Benefactor as a voluntary donation is received in the Beneficiary's bank account. This Agreement shall be valid until both Parties fully perform the assumed obligations and may be prolonged any number of times by transfer of a successive voluntary donation by the Benefactor.

3. Rights and Obligations of the Parties

3.1. The Beneficiary shall disburse the money donated by the Benefactor under this Agreement in strict compliance with the applicable RF laws and within the framework of its statutory activities.

3.2 The Benefactor may select an objective of his/her donation by specifying a corresponding "payment reference" when transferring the donated money. Current list of the objectives is presented at the website www.podarokangelu.com, in social networks and mass media.

3.3. When receiving a donation without specified objective, the foundation at its own discretion specifies its use based on items of the Foundation's Charitable Programme budget.

3.4 When receiving a donation with a specified objective, for instance, name and surname of a person in need, or when receiving a donation for a particular beneficiary selected by the Benefactor at the website www.podarokangelu.com, the Foundation shall spend the donated money for assistance to this person. If the amount of donations to a particular person exceeds the amount necessary for assistance to this person, the Foundation shall inform the Benefactors thereof. The Foundation shall disburse the positive difference between the amount of received donations and the amount needed for assistance to a particular person to implement the Foundation's Charitable Programme, preserving priority of the remaining balance disbursement for assistance to other people needing for similar help. When donating money, the Benefactor agrees that after the objective specified in the donation has been fulfilled, the Foundation at its own discretion determines purposes of the donation use in the framework of the Foundation's Charitable Programme.

3.5 Donations received by the Foundation without specification of a particular reference shall be spent to implementation of the Foundation's Charitable Programme in compliance with Federal Law No. 135 dated 11.08.1995 "On Charitable Activities and Organizations".

3.6 When donating money, the Benefactor agrees that in accordance with Federal Law No. 135 dated 11.08.1995 "On Charitable Activities and Organizations" the Foundation has the right to use a portion of received funds to cover its administrative costs. Maximum amount of money spent to cover the Foundation's administrative costs may not exceed 20 (twenty) per cent of the amount spent during the fiscal period.

3.7 The Benefactor grants its consent to processing of personal data provided by the Benefactor when executing a voluntary donation (name, address, place of residence, e-mail address, bank details) for the purposes of this Agreement implementation.

3.8 The Beneficiary is under no obligations to the Benefactor except those mentioned in this Agreement. The Beneficiary is under no obligations to the Benefactor except those mentioned in this Agreement.

3.9 The Foundation provides assistance for children and adults under its charitable programmes.

3.10 The Foundation shall send information on funds collected in favour of the Foundation's wards to the Benefactor at the e-mail address specified at the website www.podarokangelu.com

3.11 The Foundation's activities are not aimed at profit generation.

3.12 The Foundation publishes the information on its work and reports on performance at www.podarokangelu.com.

4. Amount of the Donation

4.1. The Benefactor at his/her own discretion decides on the amount of the donation and transfers money to the Beneficiary's bank account according to the terms of this Agreement or through the acquiring system if the donation is transferred for a beneficiary selected by the Benefactor at the website.

5. Donating

5.1. The Benefactor at his/her own discretion decides on the amount of the donation and transfers it by any convenient method stipulated at the website www.podarokangelu.com according to the terms of this Agreement.

5.2 The fact of the donation transfer to the Foundation's bank account, inter alia by sending an SMS message, in the framework of the Foundation's projects shall represent the Benefactor's complete agreement with the terms of this Agreement.

5.3 If the method of donation transfer selected by the Benefactor does not allow specifying “payment reference”, the Benefactor may specify the donation objective in any other written way.

5.4 When transferring the donation, the Benefactor shall specify his contact information (e-mail address and/or phone number) to ensure correct identification of the payer.

5.5 The date of the Benefactor’s money receipt in the Foundation’s bank account is the date of the Offer acceptance and, accordingly, the date of the Agreement conclusion.

6. Other Terms

6.1. In case any disputes arise between the Parties under this Agreement they shall be settled by negotiations if possible. If the parties fail to settle their disputes by negotiations such disputes shall be settled by due legal authorities in compliance with applicable laws of the Russian Federation. The place of hearings shall be the location of the Beneficiary.

6.2 The text of this Agreement, the forms of the bank payment orders as well as the notification about cancellation of this Offer, in case such cancellation takes place, shall be presented at the website of the Beneficiary www.podarokangelu.com.