

PUBLIC OFFER

This Public Offer to provide a charitable donation (hereinafter referred to as the Offer) is aimed at an undefined circle of individuals (hereinafter referred to as the Benefactor) who are visitors to the official website of the Public Organization "Medical Support Ukrainian Hospitals" (hereinafter "MSUH") on the Internet via the link <https://supportukrainehospitals.org/en> (hereinafter - "Website"). The text of the Offer is a public proposal of the MPLU, represented by the Head of the Board of the MSUH Valerii Hrebenuk, acting on the basis of the Statute, to enter into a contract for the provision of a charitable donation (hereinafter referred to as the "Agreement") with each Benefactor who applies, on the conditions specified below:

1. TERMS AND DEFINITIONS

- 1.1. Public offer - MSUH's current offer posted on the Website <https://supportukrainehospitals.org/en>, on the provision of a charitable donation, addressed to an unlimited circle of persons, including the Benefactor.
- 1.2. Acceptance - full and unconditional acceptance of the Offer by taking actions aimed at making a money transfer using payment forms and means, both posted on the Website, and by transferring funds to the current account of MSUH through bank institutions. The offer is considered accepted from the date the funds are credited to the current account of MSUH.
- 1.3. Charitable donation is a free transfer of funds by the Benefactor to the property of MSUH to achieve certain goals of charitable activity provided for by the Charter or programs of MSUH, in accordance with the Agreement and the Law of Ukraine "On Charitable Activities and Charitable Organizations".
- 1.4. Benefactor is an able-bodied natural person who voluntarily carries out one or more types of charitable activities. For the purposes of this Agreement, the Benefactor is an individual who accepted the Offer.
- 1.5. Beneficiary – Recipient of charitable assistance, who receives assistance from one or more Benefactors to achieve the goals, defined by the Law of Ukraine "On Charitable Activities and Charitable Organizations", the Charter of MSUH.

2. THE SUBJECT OF THE AGREEMENT

- 2.1. The subject of this Agreement is the free and voluntary transfer of funds by the Benefactor into the ownership of MSUH by making a charitable donation to ensure the statutory activities of MSUH, including (but not exclusively) the provision of charitable assistance to MSUH in accordance with the Law of Ukraine "On Charitable Activities and Charitable Organizations", programs of MSUH, etc. The benefactor independently determines the amount and directions of use of the charitable donation.
- 2.2. The Benefactor's transfer of funds under this Agreement is recognized as a charitable donation in accordance with Art. 6 of the Law of Ukraine "On Charitable Activities and Charitable Organizations".
- 2.3. Acceptance of the Agreement means that the Benefactor agrees with all its provisions, he is fully aware of the subject of the Agreement and the purpose of collecting donations.
- 2.4. The conclusion and performance of this Agreement is not intended and does not provide for the receipt of Profit or any benefits for any of the parties.
- 2.5. Benefactor and MSUH, guided by Art. 207, Part 2, Art. 639, Art. 641, Art. 642 of the Civil Code of Ukraine, Art. 7 of the Law of Ukraine "On Charitable Activities and Charitable Organizations", it is

agreed that the Agreement is considered concluded in writing without the signing of a written copy by the Parties from the moment the Benefactor takes the actions provided for in the Agreement, which testify to the agreement to comply with the terms of the Agreement.

2.6. The benefactor independently determines the amount of the charitable donation. The benefactor has the right to ask MSUH and receive information about the nature and amount of necessary charitable assistance for the specific purposes of MSUH's activities, as well as according to MSUH's charitable programs, in order to determine the directions for the use of the charitable donation before it is given.

2.7. The Benefactor's acceptance of this Public Offer is carried out by paying the Charitable Donation.

2.8. The Agreement is posted on the Website <https://supportukrainehospitals.org/en> in a freely accessible manner and in a way that ensures familiarization with the contents of this Agreement for every person who applies to MSUH.

2.9. The benefactor may NOT offer its terms of the Agreement.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. MSUH has the right to:

3.1.1. To receive voluntary charitable donations and use them to achieve the goals, objectives, directions and types of statutory activities of MSUH in accordance with the Agreement and the Law of Ukraine "On Charitable Activities and Charitable Organizations".

3.1.2. MSUH has the right to independently determine the directions for the use of a charitable donation in accordance with its statutory activities and the legislation of Ukraine, except for cases where the Benefactor has determined the specific purpose of his donation. Thus, if the Benefactor does not specify the specific purpose of the charitable donation, it is considered that the donation was made for MSUH's statutory activities.

3.1.3. To use part of the Benefactor's donation for administrative expenses of MSUH, without the consent of the Benefactor, in an amount not greater than that provided for by the legislation of Ukraine.

3.2. MSUH is obliged to:

3.2.1. Create the necessary conditions for the Benefactor to make a Charitable Donation in accordance with the terms of the Offer.

3.2.2. To use the received charitable donations to achieve the goals stipulated by the MSUH Charter.

3.2.3. To keep confidential information (including personal data) received from the Benefactor, not to transfer it to third parties without the consent of the Benefactor, except for cases established by the Offer and the current legislation of Ukraine.

3.2.4. At the Benefactor's request, provide a report on the voluntary charitable donation received and its use.

3.3. The benefactor has the right to:

3.3.1. Transfer a voluntary charitable donation to the MSUH account in the manner specified in the Agreement.

3.3.2. Monitor the use of the MSUH Charitable Donation for its intended purpose.

3.3.3. The benefactor has the right to receive information about the use of his charitable donation.

3.4. The benefactor is obliged to:

3.4.1. Thoroughly and carefully familiarize yourself with all the rules and conditions of the Offer and accept them when making a payment for a charitable donation, as well as all additional rules regulating the relations of the Parties in accordance with the Offer.

3.4.2. By making a charitable donation, the Benefactor unconditionally asserts his legal capacity, voluntariness of entering into the deed, which is the subject of the charitable donation is not subject to a ban, seizure, is not in lien, is not encumbered by any other rights of third parties and was not acquired in violation of the provisions of Law of Ukraine No. 361-IX "On prevention and countermeasures against legalization (laundering) of proceeds obtained through criminal means, financing terrorism and financing the proliferation of weapons of mass destruction."

4. PUBLIC FUNDRAISING PLACE AND DATES

4.1. The public collection of donations is carried out on the territory of any country in the world in accordance with the procedure provided for in Art. 7 of the Law of Ukraine "On Charitable Activities and Charitable Organizations". The direct activity of the Organization related to the public collection of donations under the Agreement is carried out at the location of MSUH.

Public fundraising continues until the dissolution of MSUH, unless otherwise determined by MSUH.

5. PROCEDURE FOR USING CHARITABLE DONATIONS

5.1. The use of charitable donations is carried out in accordance with the goals determined by the statutory activities of MSUH and the current legislation of Ukraine, in particular the Law of Ukraine "On Charitable Activities and Charitable Organizations".

5.2. MSUH disposes of Charitable Donations at its sole discretion. Charitable donations received by MSUH are non-refundable.

5.3. The responsibility of the parties for violation of the terms of this Agreement or the procedure for the use of Charitable Donations is provided for by the requirements of the current legislation of Ukraine.

5.4. Charitable donations received by the Organization may be returned to the Benefactor only in the cases stipulated by the legislation of Ukraine and this Agreement.

6. GENERAL ACCESS PROCEDURE TO FUND REPORTS

6.1. MSUH reports can be accessed by contacting MSUH at the email address office.medpidtrimka@gmail.com listed on the Website <https://supportukrainehospitals.org/en>.

Other information is submitted to MSUH in the manner and within the time limits stipulated by the legislation of Ukraine.

7. DISPUTE RESOLUTION PROCEDURE

7.1. Disputes and controversies that arise during the execution of the Charity Donation Agreement concluded on the terms of the Offer are resolved through negotiations in writing.

7.2. If the Parties are unable to reach an agreement during negotiations in writing, the dispute that has arisen shall be considered in accordance with the procedure provided for by the current legislation of Ukraine.

8. FINAL PROVISIONS

8.1. By accepting the Offer, the Benefactor gives MSUH consent to the processing of their personal data, which are disclosed by the Benefactor when making a charitable donation, in order to fulfill the terms of the Agreement. Such personal data may include: name, surname and patronymic, address, place of residence, e-mail address, telephone number and (when transferring funds to the current account of MSUH through bank institutions) bank details. Permitted types of personal data processing include their collection, registration, accumulation, storage, adaptation, change,

renewal, use and dissemination (distribution, implementation, and transfer), depersonalization and destruction.

8.2. The Benefactor consents to the fact that his contact information may be used by MSUH to send the Benefactor letters and messages, including electronic ones. At the same time, MSUH undertakes not to provide information about the Benefactor's contact details to third parties, except in cases expressly provided for by the legislation of Ukraine.

8.3. Expenses related to the transfer of Charitable donations (commissions for transfer of funds, taxes, fees, etc.) are borne by the Benefactor.

9. FORCE MAJEURE

9.1. The Parties are released from responsibility for non-fulfillment or improper fulfillment of obligations under the terms of the Offer, if the specified non-fulfillment is the result of force majeure circumstances and their consequences, namely: fires, epidemics, floods, earthquakes or other natural disasters, war and military operations, strike (s), sabotage, accident, mass disorder and unrest, quarantine restrictions, acts of state authorities or management, international sanctions, etc., which directly affect the performance of the Agreement and arose after its conclusion. At the same time, the term of performance of obligations under this Agreement is extended for the duration of the specified circumstances and their consequences.

9.2. The Party that is unable to fulfill its obligations under the Agreement as a result of force majeure circumstances and their consequences, is obliged to notify the other Party in writing within 15 days of the beginning or end of these circumstances, as well as to provide documentary evidence of their occurrence and availability.

9.3. Failure to notify or untimely notification of circumstances of force majeure deprives the relevant Party of the right to refer to the specified circumstances as exempting from responsibility. Notifying MSUH of the occurrence of force majeure is possible, among others, by placing relevant information on the Website.

9.4. The existence and duration of force majeure circumstances are confirmed by certificates issued by the authorized bodies of the state authorities of Ukraine.

10. ORGANIZATION INFORMATION AND CONTACT DETAILS

Name: Public Organization "Medical Support Ukrainian Hospitals"

EDRPOU code: 44880729

Address: 3 Vasyl Donchuk Str., office 1, Kyiv, 04050, Ukraine

Phone: +38 068 766 31 39

Email: office.medpidtrimka@gmail.com

Website: <https://supportukrainehospitals.org/en>

Head of the Board
NGO «MSUH»



Valerii Hrebeniuk