**PUBLIC OFFER AGREEMENT**

**Public offer agreement on provision of voluntary charitable donation**

This public offer is addressed to an indefinite number of individuals and legal entities – visitors to the website on the Internet: www.Ufees.net (hereinafter – the Site), referred to hereinafter called «the Benefactor», and is an official and public offer of the PU «UKRAINIAN FUND OF ENERGY EFFICIENCY AND ENERGY SAVING» (hereinafter – the Fund) in the person of Director Gutnyk Roman Valeriyovych, acting on the basis of the Charter, to conclude an agreement on a charitable donation (hereinafter – the Agreement), the subject and essential conditions of which are specified below:

1. **Terms and definitions:**

1.1. Public offer (hereinafter – the Offer) - a public offer of the Fund, placed on the site on the provision of voluntary charitable donations on the conditions contained in the Offer aimed at an indefinite number of individuals, including the Benefactor.

1.2. Voluntary charitable donation - gratuitous voluntary transfer of property assistance by The Benefactor in order to achieve the purposes defined in this Agreement, which does not provide for the benefactor to receive profit, as well as payment of any remuneration or compensation to the benefactor on behalf and upon authorization of the Fund.

1.3. Acceptance – full and unconditional acceptance of the Public offer by making money transfer using payment forms and means posted on the Site, as well as by transferring funds to the current account of the Organization through banking institutions. The moment of Acceptance is the date when the money transfer was made and/or the date of crediting funds to the current account of the Fund.

1. **Subject of the Agreement**

2.1. The subject of this Agreement is the gratuitous and voluntary transfer of funds by the Benefactor to the property of the Fund, by making a voluntary charitable donation for the statutory activities of the Fund and achievement of the purposes of this Agreement.

2.2. The Benefactor independently determines the amount of the voluntary charitable donation. The subject of this Agreement is not intended to make a direct or indirect profit or any benefit to either party.

1. **Purpose of the Agreement**

**3.1.** The purpose of this agreement is to achieve a socially useful goal through the accumulation of charitable donations for:

* Organization and conduct of evacuation of civilians from military action zones, front-line zones and temporarily occupied territories;
* Organization and delivery of humanitarian aid to the civilian population, territorial defenses and the Armed Forces of Ukraine;
* Organization and delivery of military ammunition to the territorial defenses and Armed Forces of Ukraine;
* Organization and delivery of materials for the manufacture of military amunition;
* Providing fuel for the needs of territorial defenses and the Armed Forces of Ukraine;
* Implementation of the fund's statutory goals.
1. **Rights and obligations of the parties**

4.1. The Fund has the right to:

4.1.1. Receive charitable donations and use them in accordance with the conditions of this Agreement;

4.1.2. Without the consent of the Benefactor to change the directions of use of the charitable donation within the charter activity of the Fund and the current legislation of Ukraine.

4.1.3. Cancel, suspend or postpone any events.

4.2. The Fund is obliged to:

4.2.1. Provide a report on the received voluntary charitable donation and its use, at the request of the Benefactor.

4.3. Rights of the Benefactor:

4.3.1. To transfer a voluntary charitable donation to the fund’s account in the manner specified in the Agreement;

4.3.2. To request a report on the use of a voluntary charitable donation.

1. **Venue and time of the public collection of charitable donations:**

5.1. Public collection of charitable donations is held in any country of the world.

5.2. Public collection of charitable donations continues until the termination of Fund’s activities unless another period is determined by the decision of the competent governing bodies of the Fund and the Benefactor will be notified by posting relevant information on the Site.

1. **The procedure for using the Charitable Donation**

6.1. The use of charitable donations collected under the Agreement is carried out in accordance with the Fund statutory activity, purpose of this Agreement and the current legislation of Ukraine.

6.2. The Fund disposes of charitable donations at its own discretion within the limits established by its Charter.

6.3. Charitable donations received by the Fund may be returned to the Benefactor in cases provided by the legislation of Ukraine.

**7. Consent to personal data processing**

7.1. The Benefactor confirms through the Acceptance that he has been acquainted and gives permission to process his personal data in order to fulfill the terms of the Public Offer.

7.2. By accepting the Public Offer, the Benefactor confirms that he is aware of his rights provided by the law of Ukraine «On Protection of Personal Data». The scope of the rights of Benefactor as a personal data subject in accordance with the law of Ukraine «On Protection of Personal Data» is known and understood by him.

7.3. By accepting the Public Offer, the Benefactor gives the Fund consent to the processing, collection, storage, use and disclosure of his personal data by the Public organization in any way provided for by the current legislation of Ukraine, in connection with the implementation of the statutory activities of the Public organization in the procedure defined by the law of Ukraine «On Protection of Personal Data» and local acts of the Public union which establish the procedure for processing and protecting of personal data (upon availability).

**8.** **Miscellaneous**

8.1. This agreement is concluded on the territory of Ukraine and is valid in accordance with the current legislation of Ukraine.

8.2. This Offer comes into force from the moment it is posted on the Site and is valid until it is canceled by the Fund.

8.3. All disputes arising between the Benefactor and the Fund are subject to settlement by means of negotiations. If a certain dispute is impossible to solve by means of negotiations, the Benefactor and the Fund have the right to apply to the court in accordance with the current legislation of Ukraine.

8.4. For non-performance or improper performance of obligations under this Agreement, the parties are liable in accordance with the current legislation of Ukraine.

8.5. The Fund has the right at any time to amend the terms of the Public Offer and / or withdraw the Public Offer at any time at its sole discretion. The Offer agreement in the new edition comes into force from the date of posting on the Foundation's website, unless another term for the changes to come into force is specified directly in the text of the amended Public Offer.

**10. Bank details of the Fund**

10.1 Bank details for making a voluntary charitable donation directly to the bank account of the Public union «UKRAINIAN FUND OF ENERGY EFFICIENCY AND ENERGY SAVING»

Name of the beneficiary: PU «UFEES»

Identification number (registration number): 44610286

IBAN: UA883510050000026000879137039

Bank name: JSC «UKRSIBBANK»

MFO code: 351005