

OFFER OF THE FOUNDATION

The Russian Federation, Kaliningrad, 17 November 2017

Standard Form of a Charitable Donation Agreement and Offer

1. Public Offer of the Non-Profit Charitable Foundation Driado

- 1.1. This public offer, hereinafter referred to as the Offer, is an offer of the Driado Charity Foundation, hereinafter referred to as the Foundation, represented by the Director E.S. Tereshchenko, acting in accordance with the Articles of Association, to enter into a donation agreement, hereinafter referred to as the Agreement, on the conditions provided for by the Offer. The Offer is a public offer in accordance with clause 2 of Article 437 of the Civil Code of the Russian Federation.
- 1.2. The Offer comes into force from the day following the day it is posted on the Foundation's website at <http://driado.ru>.
- 1.3. The Offer is indefinite and is valid until the day following the day a notice of cancellation of the Offer is posted on the Site. The Foundation has the right to cancel the Offer at any time.
- 1.4. The Foundation is ready to enter into donation agreements in a different manner and(or) on terms other than as provided by the Offer, for which any interested person has the right to apply to the Foundation for entering into a respective agreement.

2. Subject of the Agreement

- 2.1. In accordance with the Agreement, the Charity Provider, as a voluntary charitable donation, transfers its own funds to the Foundation in any way convenient for the Charity Provider, and the Foundation accepts the charitable donation and uses it to carry out the statutory activities and implementation of the Foundation's Charity Programme. The fact of the transfer of donations indicates the full consent of the Charity Provider with the terms of the Agreement.
- 2.2. The Charity Provider's engagement in activities under the Agreement is recognised as a charitable donation in accordance with article 582 of the Civil Code of the Russian Federation.
- 2.3. The Charity Provider donates funds to the Foundation in the amount determined by the Donor for the Foundation to carry out the Charity Programme and conduct statutory activities. The Charity Provider has the right to request and receive information on the nature and amount of the necessary assistance for specific purposes as well as on the Foundation's charitable programmes.

3. Activities of the Foundation

- 3.1. The Foundation is primarily aimed at providing social support, protection, social rehabilitation and health care including improving the material condition of the poor, children and minors, the unemployed, the disabled, and other persons who cannot exercise their rights and legal interests due to their physical or intellectual features and/or other circumstances. The Foundation's activities are not intended to make a profit. Commercial operations with the property of the Foundation may be carried out only in strict accordance with the goals, objectives and activities specified in the Charter of the Foundation.
- 3.2. The Foundation publishes information about its work and performance reports on <http://driado.ru>.

4. Donation

- 4.1. The Charity Provider independently determines the amount of charitable donations and makes it in any convenient way including that indicated on the site <http://driado.ru>, in accordance with the Agreement.
- 4.2. If a method of transferring donations chosen by the Charity Provider does not allow indicating the 'purpose of payment', the Charity Provider has the right to specify the purpose of the donation in another way in writing until the payment is made.
- 4.3. In transferring donations, in order to correctly identify the payer, the Charity Provider can indicate its contacts, such as email address and/or phone number.
- 4.4. The date of acceptance of the Offer and, accordingly, the date of entering into the Agreement is the date of receipt of funds from the Charity Provider to the Foundation's account.

5. Rights and obligations of the Parties

- 5.1. The Foundation undertakes to use the funds received from the Charity Provider under the Agreement strictly in accordance with the existing laws of the Russian Federation as part of its statutory activities. The term of using the donation is not limited.
- 5.2. The Charity Provider has the right to choose at his discretion the purpose of the donation by indicating the appropriate 'Purpose of Payment' in transferring the donation.
- 5.3. In receiving a donation without specifying the purpose, the Foundation independently determines its use based on the Foundation's approved Charitable Programme and Charter.
- 5.4. In case of receiving a donation indicating the purpose, for example, the name and surname of the person in need, the Foundation sends the donation to help that person.

If the amount of donations to a specific person exceeds the amount needed for assistance, the Foundation informs the Charity Providers about this by posting information on the Foundation's website <http://driado.ru>. The Foundation uses the positive difference between the amount of donations received and the amount needed to assist a specific person in the implementation of the Foundation's Charity Programme. By making a donation, the Charity Provider agrees that after the fulfilment of the purpose specified in the donation, the Foundation determines the purposes of using the donation within the framework of the Foundation's Charity Programme.

- 5.5. Donations received by the Foundation without specifying a goal or recipient are independently sent by the Foundation for the implementation of the statutory objectives and the approved Charitable Programme of the Foundation in accordance with the federal law No 135 dated 11 August 1995 *On Charity Activities and Volunteering*.
- 5.6. By making a donation, the Charity Provider agrees that, in accordance with the federal law No 135 dated 11 August 1995 *On Charitable Activities and Volunteering*, the Foundation has the right to use part of the funds received to finance administrative expenses. The maximum amount of funds used for administrative expenses of the Foundation may not exceed 20 (twenty) per cent of the amount spent over the fiscal period.
- 5.7. The Charity Provider agrees to the Foundation to process the personal data provided by the Charity Provider in the implementation of voluntary donations (name, address, place of residence, email address, bank details) including to third parties (based on an agreement with the Foundation), for the purposes of the Agreement including the actions as follows: collection, recording, systematisation, accumulation, storage, refinement (update, change), extraction, use, transfer (distribution, provision, access), depersonalisation, blocking, removal, destruction of personal data. In all other cases, the Foundation undertakes not to disclose to any third parties the personal information of the Charity Provider without its written consent. An exception is a requirement to provide such information by government agencies that have the authority to request such information. Consent to the processing of personal data is valid until the Charity Provider withdraws it in writing.
- 5.8. The Charity Provider has the right to receive information about the use of its donation. To implement this right, the Foundation posts on the website <http://driado.ru/> a report on the activities of the Foundation for the respective fiscal period in accordance with the existing laws of the Russian Federation.
- 5.9. The Foundation shall not bear any obligations to the Charity Provider, except for those specified in the Agreement.

6. Miscellaneous

- 6.1. In case of any disputes and disagreements between the Parties under the Agreement, they will be resolved by negotiation if possible. If it is impossible to resolve a dispute through negotiations, disputes and disagreements can be resolved in accordance with the current legislation of the Russian Federation in the courts at the legal address of the

Foundation.

7. Statement of particulars

Full name and address:

Non-Profit Charitable Foundation Driado

INN (Taxpayer identification Number)/KPP (Code of Reason for Registration)

3906360640/390601001 OGRN (Principal State Registration Number) 1173926027395.

236023, Russian Federation, Kaliningrad region, Kaliningrad, Krasnaya Street, 247, Bldg. 2,
Room 24

The payment details of NCCF Driado are listed on the Foundation's website at
<http://driado.ru> in the Donate section

Foundation Director


/ E.S. Tereschenko

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