



Public offer on the provision of a charitable donation

1. General Provisions

1.1. This public offer on the provision of a charitable donation (hereinafter referred to as the "Offer") is an offer of the International Charitable Foundation Nightbird, legal entity identification code 38805429, located at the address: Lviv, 5B Hrabynky St. (hereinafter referred to as the "Foundation"), represented by the Director Roman Biletsky, to an indefinite number of legally capable individuals and legal entities under private law that voluntarily carry out charitable activities (hereinafter each of the individuals and legal entities is referred to as the "Benefactor") to conclude an agreement on the provision of a charitable donation (hereinafter referred to as the "Agreement") on the terms described in this Offer with each seeking Benefactor.

1.2. This Offer is an offer to conclude an agreement according to Article 641 of the Civil Code of Ukraine.

1.3. This Offer comes into effect from the moment it is posted on the website of the Foundation on the Internet at www.nightbird.fund (hereinafter referred to as the "Website"). This Offer is open-ended and may be changed or withdrawn by the Foundation at any time (prior to its acceptance by the Benefactor) by posting relevant information on the Website.

1.4. The Foundation reserves the right to make charitable donations agreements in a different order and/or under different conditions than provided in this Offer. The Benefactor can contact the Foundation separately to conclude such an agreement.

2. Subject of the Agreement

2.1. According to this Agreement, the Benefactor gratuitously and irrevocably transfers funds to the property of the Foundation as a voluntary charitable donation to contribute to the Foundation's statutory activities. The Foundation accepts such charitable donation and undertakes to use it to carry out its own charitable activities according to its Charter and legislation of Ukraine.

2.2. The transfer of funds by the Benefactor within this Agreement is recognized as a charitable donation according to Article 6 of the Law of Ukraine "On Charitable Activity and Charitable Organizations".

2.3. The Benefactor independently determines the amount of the charitable donation. The Benefactor has the right to seek from the Foundation and receive information on the type and amount of the necessary charitable assistance for specific purposes of the Foundation's activities, as well as according to the Foundation's charitable programs, in order to establish the areas of use of the charitable donation before it is provided.

2.4. The conclusion and performance of this Agreement are not aimed at and do not provide for the profit of any of the parties.

3.The Foundation's Activities

3.1. The Foundation's activities are mostly aimed at supporting the Armed Forces of Ukraine and other defense structures of Ukraine that are fighting for its freedom and independence. The Foundation also conducts other types of charitable activities, according to its Charter.

3.2. The Foundation is a non-profitable organization. Neither the Foundation nor its Founders, management or affiliates receive any profit from the Foundation's activities.

4.Making a Donation and Offer Acceptance

4.1. The Benefactor independently determines the amount of the charitable donation and may provide it by

(I) transferring funds using the payment forms and means available on the Website or

(II) transferring funds to the current bank account of the Foundation through bank institutions, or

(III) transferring cryptocurrency;

(IV) transferring cash funds to the Foundation.

Charitable donations are open-ended, and the term of their use by the Foundation is not limited.

4.2. According to these Offer and Agreement, charitable donations are provided by the Benefactors and are used by the Foundation to conduct and provide for charitable activities (implementation of the Foundation's operating areas, goals of charitable activities, and charitable programs) of the Foundation, as well as for coverage of its administrative expenses in accordance with the Charter and legislation of Ukraine. The Benefactor agrees to such an intended purpose of their donation.

4.3. The Benefactor also has the right to determine the specific goal of their donation within the framework of the Foundation's goals and activities and charitable programs by concluding a separate agreement with the Foundation regarding the provision of a charitable donation, according to clauses 1.4 and 2.3 of this Offer. If the Benefactor, when donating, determined its specific goal without prior agreement with the Foundation, the Foundation has the right to return such donation to the Benefactor in case the goal of the donation does not correspond with the Foundation's current activities or if the Foundation cannot use the donation according to the goal set by the Benefactor.

4.4. Received charitable donations are used by the Foundation in order of their receipt.

4.5. In order to correctly identify the payer, when donating, the Benefactor indicates their contact information: name and surname, name of the legal entity, e-mail address and/or phone number, and other data that allow identifying the Benefactor. In case of absence of identifying information, the Foundation reserves the right not to return the funds in case the Foundation cannot use it for the specific goal and the goal of such donation may be determined by the Foundation.

4.6. The acceptance of the Offer shall be considered as the full and unconditional acceptance thereof through the actions of the Benefactor to transfer the funds of the charitable donation to the Foundation in one of the ways specified in clause 4.1 above. The Offer shall be considered accepted, and the Agreement concluded as of the date of crediting the funds to the Foundation's current account or their posting in the Foundation's cash register.

4.7. By accepting the Offer, the Benefactor confirms that they agree to all the terms of the Offer and are fully aware of and agree with the subject and terms of the Agreement.

4.8. Expenses related to making charitable donations (commissions for transferring funds, taxes, fees, etc.) are borne by the Benefactor if such expenses are charged to the Benefactor, and the Foundation, if such expenses are charged to the Foundation. The Benefactor understands and agrees that part of their charitable donation may be used by the Foundation to cover expenses related to making charitable donations if such expenses are charged by third parties by default and cannot be avoided (for example, acquiring fees of payment systems, bank fees, etc.).

5. Rights and Obligations of the Parties

5.1. The Foundation undertakes to use the funds of the Benefactor's charitable donation in strict accordance with the legislation of Ukraine and for the purposes stipulated in this Agreement.

5.2. The Foundation has the right to independently determine the areas for the use of a charitable donation according to its statutory activities and the legislation of Ukraine, with the exception of cases when the Benefactor has determined the specific goal of their donation under a separate agreement with the Foundation. Thus, if the specific goal of the charitable donation is not defined by the Benefactor, it is considered that the donation was made for the purposes stipulated in this Agreement.

5.3. The Benefactor agrees that according to the Law of Ukraine "On Charitable Activities and Charitable Organizations", the Foundation may use part of the funds received from the Benefactors to finance its administrative expenses. The amount of expenses for maintaining the Foundation (administrative expenses of the Foundation) cannot exceed 20% of its estimate in the current year.

5.4. The Benefactor has the right to receive information about the use of their charitable donation.

5.5. By making a charitable donation, the Benefactor unconditionally affirms (I) their legal capacity, (II) voluntary execution of the deed, (III) that 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 has not been acquired in violation of the provisions of the Law of Ukraine 361-IX "On prevention and counteraction to legalization (laundering) of proceeds from crime, financing of terrorism and financing of proliferation of weapons of mass destruction". If the Foundation has reasonable doubts about these statements, the Foundation has the right to request, and the Benefactor undertakes to provide appropriate supporting evidence of these statements.

6. Final Provisions

6.1. By accepting the Offer, the Benefactor gives the Foundation his agreement to process their personal data, which are disclosed by the Benefactor when making a charitable donation, to fulfill the terms of the Agreement. Such personal data may include name, surname, address, place of residence, e-mail address, phone number, and (when transferring funds to the Foundation's current account through bank institutions) bank details. Permitted types of personal data processing include its collection, registration, accumulation, storage, adaptation, change, renewal, use, dissemination (distribution, implementation, transfer), depersonalization, and destruction. The Foundation undertakes not to disclose the Benefactor's personal data to third parties without the Benefactor's permission, except in cases where such disclosure is required by state authorities or is otherwise required in accordance with the legislation of Ukraine. The Benefactor confirms that they have been notified of the rights established by the Law of Ukraine "On Protection of Personal Data". The Benefactor knows and understands the Benefactor's rights as a subject of personal data in accordance with the Law of Ukraine "On Protection of Personal Data".

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

6.3. In case of disputes between the parties of this Agreement, they must be resolved through negotiations. If a negotiated solution is impossible, courts consider disputes in the manner established by law.

BANK DETAILS:

Recipient: CO "ICF "NIGHTBIRD"

Reg. number: 45030234

IBAN: UA063204780000026008924930788

Bank: JSC "UKRGABANK", 1 Yerevanska St., Kyiv, Ukraine

SWIFT: UGASUAUK

The payment purpose: Charitable donation

For payments in cryptocurrency:

USDT TRC-20

[TWWbKbo85ReP2g9ZNMg3RzkCXRfgUxFpDK](#)

USDT ERC-20

[0x2921C4acC4102773b0879B72BD6Be4Ca5beaADbE](#)

ETH

[0x2921C4acC4102773b0879B72BD6Be4Ca5beaADbE](#)

BTC

[bc1qa2c7ge4n8trqx0x7t0452rff304548fcglj5gw](#)

Email addresses for coordination of possible requests: Info@nightbird.fund

Best regards

Roman Biltskyi

Director

