**DONATION AGREEMENT**

*(Public offer)*

Kharkiv \_\_\_\_\_\_\_\_\_\_, 20\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the "Benefactor", on the one hand, and

***CHARITY FOUNDATION WEBSPARK***, represented by chairman Yevhen Katrych, operating on the basis of the Charter, hereinafter referred to as the "Beneficiary", on the other hand, hereinafter jointly referred to as the "Parties", concluded an agreement about the following:

**1. Subject of the Agreement**

1.1. The Benefactor voluntarily and free of charge transfers money to the Beneficiary (hereinafter - the Donation) for charitable purposes, and the Beneficiary accepts the Donation and undertakes to use it, in accordance with the purpose and tasks specified in the Charter of the Beneficiary.

1.2. The Parties agreed not to limit the use of the Donation by the Beneficiary by any terms and in a specific order but within the limits of the purposes specified in clause 1.1. of this Agreement.

1.3. The Benefactor is informed and aware that the Donation is transferred to the Beneficiary free of charge and irrevocably.

**2. Donation transfer**

2.1. The Benefactor transfers the Donation in a non-cash form by transferring it to the Beneficiary's bank account.

2.2. Ownership of the Donation arises in the Beneficiary from the moment it is received in the Beneficiary's bank account, the acceptance of the Donation.

**3. Purpose of Donation**

3.1. For realization of control for the purpose using of the Donation, provided in clause 1.1. of this Agreement, the Beneficiary has the right to provide a report on the use of the Donation.

**4. Liability**

4.1. The Beneficiary is responsible for violating the terms of this Agreement and using the Donation contrary to the purposes, specified in clause 1.1. this Agreement and the legislation of Ukraine.

4.2. All disputes are resolved through negotiations. If the Parties cannot reach an agreement, the dispute is referred to the court, in accordance with the legislation of Ukraine.

**5. Miscellaneous**

5.1. This agreement is a public offer of the Beneficiary, that is, an offer to conclude the agreement. Transferring the Donation, the Benefactor confirms that he has accepted the Beneficiary's offer, that is, he has accepted this agreement.

5.2. Transferring the Donation, the Benefactor confirms that he is fully and completely informed and agreed with the terms of this Agreement.

5.3. Transferring the Donation, the Benefactor confirms that he has given permission for the processing of his personal data, and confirms that he knows and understands the rights established by the Law of Ukraine "On the Protection of Personal Data".

***Benefactor:***

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***Beneficiary:***

***CHARITY FOUNDATION WEBSPARK***

*(Short name:* ***WEBSPARK CHARITY****)*

Address: 61010, Ukraine, Kharkiv Region,

Kharkiv, Gagarina Avenue, 12

Registration code: 44859414

A non-profit organization, not a VAT payer

***Chairman of Foundation Yevhen Katrych***