

DONATION AGREEMENT

Public Offer of the Charity Children's Hospice

Moscow

01 October 2015

- 1.1. The present public offer, hereinafter referred to as the "Offer" is the **proposal of the Charity Children's Hospice** (hereinafter referred to as the "Children's Hospice") represented by the Director Julia Michaylovna Kovalskaya, acting on the basis of the Articles of Association, **to enter with any individual person or legal entity (hereinafter referred to as the "Donor") into the Donation Agreement** (hereinafter referred to as the "Agreement") under the conditions provided by the Offer.
- 1.2. This Offer is a public offer in accordance with Clause 2 Article 437 of the Civil Code of the Russian Federation.
- 1.3. The Offer comes into effect on the day following the date of its posting on the Children's Hospice website at <http://www.childrenshospice.info/>, hereinafter referred to as the "Website".
- 1.4. The content of the Offer can be amended by the Children's Hospice without prior notification. Amendments come into effect on the day following the date of its posting on the Website.
- 1.5. The Offer is valid indefinitely. The Children's Hospice is entitled to cancel the Offer at any time.
- 1.6. The Children's Hospice is entitled to enter into donation agreements otherwise than provided in the Offer and/or on terms different from those. For this purpose any interested person or entity should apply to the Children's Hospice to make such agreement.

2. Subject Matter

- 2.1. According to the Agreement the Donor transfers its own moneys as a voluntary charitable donation to the Children's Hospice in any way convenient to it, and the Children's Hospice accepts such charitable donation and uses it to conduct its activity pursuant to the Articles of Associations. The fact of the donation transfer confirms the full consent of the Donor with the terms of this Agreement.
- 2.2. The Donor's actions under this Agreement shall be deemed a donation in accordance with the Article 582 of the Civil Code of the Russian Federation.
- 2.3. The Donor shall transfer the moneys to the Children's Hospice in the amount defined by the Donor for the Children's Hospice to conduct its activity pursuant to its Articles of Associations. The Donor is entitled to request and receive information on the nature and amount of necessary assistance for particular purposes as well as on charitable programmes of the Children's Hospice.
- 2.4. The Donor confirms and warrants to the Children's Hospice that the moneys transferred thereto are property of the Donor and are free of any third party claim rights, and that donation of these moneys by the Donor to the Children's Hospice does not violate third party rights or the current legislation of the Russian Federation.

3. Children's Hospice activity

- 3.1. The Children's Hospice carries out the charitable activities including providing free of charge palliative medical care to children and young adults under 25 years old with life-threatening and life-limiting diseases aimed to relief pain and other serious symptoms to improve the quality of life.
- 3.2. The Children's Hospice activities are not intended to make a profit.
- 3.3. The Children's Hospice publishes the information of its activities, purposes, aims, events at the Website, in the Annual Report and in other open information sources.

4. Donations

- 4.1.** The Donor in its own discretion decides on the amount of the charitable donation and transfers it in any convenient way specified on the Website in accordance with the Agreement.
- 4.2.** The Donor can transfer the donation:
- by way of bank transfer order into the bank account of the Children's Hospice stated in the Chapter 7 of the Offer, including through the user personal account on the website of the Donor's bank;
 - through the e-payment system, making a donation from the bank card or by using electronic money (see the details on the Website);
 - by way of debiting the account of the Donor's mobile phone or by sending a text message to short phone numbers stated on the Website (only from phone numbers issued to individuals);
 - by making a cash payment to the cash desk of the Children's Hospice;
 - by putting moneys into the collection boxes located in public places on behalf of the Children's Hospice;
 - by making a donation in any other convenient way specified on the Children's Hospice Website.
- 4.3.** In the case where the way of donation chosen by the Donor does not allow to indicate the "purpose of payment", the Donor can specify the donation purposes in other written form.
- 4.4.** When transferring a donation the Donor can specify its personal information for the correct identification of the payer: name and surname, e-mail address, postal address, phone number, date of birth and other information.
- 4.5.** Any action made by the Donor that is specified in Clause 4.2 of this Offer shall be deemed as acceptance of the Offer in accordance with Clause 3 Article 438 of the Civil Code of the Russian Federation.
- 4.6.** The date of the acceptance of the Offer and the date of this Agreement is the date of receipt of the Donor's moneys into the bank account of the Children's Hospice or the cash desk when relevant.

5. Rights and Obligations of the Parties

- 5.1.** The Children's Hospice is obliged to use the moneys received from the Donor under this Agreement in strict accordance with the current legislation of the Russian Federation and within its statutory purposes.
- 5.2.** The Donor is entitled to select in its own discretion a particular recipient of its donation, indicating that recipient as the purpose of payment at the donation transfer. The current list of projects, charitable programmes and names of children in need of help is published on the Website, print media, newsletters, social networks and mass media.
- 5.3.** When receiving a donation for the charitable programme of the Children's Hospice, the Children's Hospice independently determines its use in accordance with the budget needs of its charitable programmes.
- 5.4.** When receiving a donation for a particular person, charitable programme or project of the Children's Hospice, the Children's Hospice shall use this donation for the purpose intended.
- 5.5.** In case the amount of the donation exceeds the necessary one, the Children's Hospice notifies the Donor by posting the information on the Website. The Children's Hospice shall use the remaining amount for its statutory purposes.
- 5.6.** When it is impossible to use the donation for the particular purposes selected by the Donor (death of a recipient, completion of a charitable programme or project, etc.), the Children's Hospice notifies the Donor by posting the information on the Website. The Children's Hospice shall then use the donation for its statutory purposes.
- 5.7.** If the Donor does not agree with the change of donation purposes for the reasons mentioned in the clauses 5.5 and 5.6, it is entitled to demand the refund of the donation in writing within 14 days following the date of publishing of relevant information on the Website.

- 5.8.** Donations received by the Children's Hospice without specific purpose as well as donations with specified purpose, which does not allow to identify definitely the recipient, charitable programme or project, shall be used to carry out the statutory purposes of the Children's Hospice.
- 5.9.** By making a donation the Donor accepts that in accordance with the Russian Federal Law No. 135-FZ dated 11.08.1995 "On Charitable Activities and Charitable Organizations" the Children's Hospice has the right to use part of the received funds to finance its administrative costs. The maximum amount to be used for administrative costs of the Children's Hospice should not exceed 20 % (twenty per cent) of amount expended for the fiscal period.
- 5.10.** By making a donation the Donor gives consent to the Children's Hospice to the processing of its personal data (name, address, place of residence, e-mail address, bank account details, other information), including to third parties (according to the agreement with the Children's hospice) for the purpose of fulfillment of the Agreement, including the following activities: collection, recording, systematization, accumulation, maintenance, refinement (update, change), extraction, use, transfer (distribution, submission, access), depersonalization, blocking, removal, destruction of personal data. In all other cases the Children's Hospice is obliged to withhold the personal data of the Donor to the third parties without the Donor's written consent.
- 5.11.** Exception is the request of such information by the state authorities entitled to request this information. The consent to personal data processing is valid until the Donor withdraws it in writing.
- 5.12.** The Donor hereby consents to receive the newsletters of the Children's Hospice at own e-mail and/or postal addresses.
- 5.13.** The Donor has the right to receive information on the use of its donation. To validate this right the Children's Hospice publishes on the Website:
- information on dates and amounts of donations received by the Children's Hospice indicating the name or initials of the Donor, or other identifying information in the absence thereof, name of the Donor's organisation. The Donor has the right to request the Children's Hospice to mention its Donation at the Website as "anonymous". In this case the Donor should send a written request to the Children's Hospice.
 - a report on the use of donations is published on the Website quarterly;
 - at request of the Donor the Children's Hospice confirms the targeted use of received donations by corresponding accounting documents.
- 5.14.** The Children's Hospice has no other obligations to the Donor except the obligations provided in the Agreement.

6. Miscellaneous

- 6.1.** In case of any disputes between the Donor and the Children's Hospice arising from this Agreement, the parties shall try to settle it through negotiations.
- 6.2.** If the parties fail to settle said dispute through negotiations, all disputes shall be settled in accordance with the current legislation of the Russian Federation by the judicial authorities at the legal address of the Children's Hospice.

7. Details of the Children's Hospice

7.1. The Children's Hospice is the legal entity, duly established and acting in accordance with the current law of the Russian Federation

The official English name: Charity Children's Hospice

Legal address: 119048, Moscow, Kooperativnaya ul., d. 10, kv. 12

OGRN 1137799009974

TIN 7704280903 / KPP 770401001

Bank account 40703810238180000837 in Sberbank of Russia

BIC 044525225

Correspondent account 30101810400000000225

Director

of the Charity Children's Hospice _____ Julia Michaylovna Kovalskaya