# Agreement No. 21-03-121 Public Offer of Voluntary Donation

city of Moscow 12.03.21

Branch of the International Non-governmental Non-commercial Organization "Greenpeace Council" – GREENPEACE (BINNO "Greenpeace Council"), represented by the Executive Director Tsyplenkov Sergey Alexandrovich, acting under the Articles of Association, hereinafter referred to as the "Beneficiary", hereby offers to individuals or their representatives, hereinafter referred to as the "Benefactor", and jointly referred to as the "Parties", to enter into the Donation Agreement (hereinafter referred to as the Agreement or Offer) under the following terms and conditions:

#### 1. General Provisions on Public Offer

- 1.1. This offer is a public offer in accordance with paragraph 2 of Article 437 of the Civil Code of the Russian Federation.
- 1.2. Transfer of monetary assets by the Benefactor to the Beneficiary as a voluntary donation for the statutory activity of the Beneficiary shall constitute the acceptance of the Offer. The acceptance of this offer by the Benefactor means that the latter has read and understood and agrees to comply with the terms and conditions of this Agreement.
- 1.3. The Offer shall come into force on the day following the date of its publication on the official website of the Beneficiary <a href="https://join.greenpeace.ru">https://join.greenpeace.ru</a>, hereinafter referred to as the "Website". The text of the Offer may be amended by the Beneficiary without prior notice. The relevant changes shall apply from the day following the day of their publication on the Website.
- 1.4. The Offer shall have not expiration date and shall remain in force till the day following the day of publication on the Website of notice on cancellation of the Offer. The Beneficiary shall have the right to cancel the Offer at any time without disclosing the reasons.
- 1.5. Invalidity of one or more terms and conditions the Offer shall not entail invalidity of all other terms and conditions of the Offer.
- 1.6. By accepting the terms and conditions of the Agreement, the Benefactor confirms the voluntary and gratuitous nature of donations.

## 2. Subject Matter of the Agreement

- 2.1. In accordance with this Agreement, the Benefactor shall transfer (or hand over) its own monetary assets as a donation to the Beneficiary, and the Beneficiary shall accept the donation and use it for the statutory purposes.
- 2.2. Execution by the Benefactor of acts and things in accordance with this Agreement shall constitute donation in accordance with Article 582 of the Civil Code of the Russian Federation.

# 3. Activity of the Beneficiary

- 3.1. The purpose of activity of the Beneficiary is environmental protection. The Beneficiary is involved in a wide range of environmental programs, cultural and educational activities, public campaigns against the environmentally harmful and/or hazardous projects, uses judicial and other mechanisms in accordance with the established procedure for protection of legally protected right of citizens for a healthy environment and trustworthy information about the state of environment, etc. The Beneficiary is not engaged in a commercial activity and has no aims of extracting profit. The accounting statements of the Beneficiary are audited on an annual basis. The Beneficiary publishes information on its activity, goals and objectives, events and its results on the website www.greenpeace.ru, in the bulletin of the Beneficiary and other publicly available source.
- 3.2. The Beneficiary shall inform the Benefactors about its activity by all available means of communication (electronic mailings, phone calls, mailing of printed informational materials, etc.). The Benefactor may at any time refuse to receive information by addressing the

## 4. Execution of the Agreement

- 4.1. Only an individual shall have the right to accept the Offer and to enter thereby into the agreement with the Beneficiary.
- 4.2. The date of acceptance of the Offer and, accordingly, the date of entering into the Agreement shall be one of the following dates:
  - date of debiting the monetary assets from the bank (or other) account, bank card of the Benefactor.
  - date of crediting the monetary assets to the account of the Beneficiary, if the donation was made by one of the methods, not involving opening (or usage) of bank (or other) account or bank account of the Benefactor,
  - date of depositing the cash assets to the cash desk of the Beneficiary.

The place of the Agreement shall be Moscow, Russian Federation. In accordance with clause 3 of Article 434 of the Civil Code of the Russian Federation, the Agreement shall be deemed to have been executed in written form.

4.3. The terms and conditions of the Agreement shall be determined by the Offer(s) (with account taken of amendments and additions) as in force on the date of execution of the payment order or the date of depositing the cash assets by the Benefactor to the cash desk of the Beneficiary.

# 5. Making of donations

- 5.1. The Benefactor shall independently determine the size of voluntary donation amount.
- 5.2. The Benefactor may issue an order for regular (including monthly) debiting of donations from the bank card or from its account with the crediting organization (bank).
- 5.2.1. In case of execution of regular debiting on the website https://join.greenpeace.ru, the Beneficiary has the right to choose the amount of regular debiting from the proposed options. The order for regular debiting shall be deemed executed after successful completion of the first debiting from the card, including with the use of 3DS authentication in the event that Benefactor has activated the relevant service in its bank in order to ensure additional security when making on-line payments, and receiving notification of successful debiting to the email address of the Benefactor specified at the time of execution of the order.
- 5.2.2. The order for regular debiting shall stay in force until the expiration of validity period of the bank card of the holder (if so established by the rules of payment systems and/or cards issuing banks) or until the Benefactor shall file a written request on cancellation of regular debiting. The Benefactor agrees that in case of the reissuing of the bank card, the details of which were submitted when the Benefactor issued an order for regular debiting of donations, the details of the reissued bank card can be used for debiting of the funds until the expiration of its validity period without additional consent or confirmation from the Benefactor. The request for cancellation of regular debiting should be sent to the email address join@greenpeace.ru not less than 10 calendar days before the date of regular automatic debiting. The request shall contain the following information: full name as indicated on the card; last four digits of the card from which automatic debiting of the funds is carried out; email address to which the Beneficiary shall send a confirmation of termination of the regular debiting. Letter of acknowledgment, received after the completion of first debiting, may be attached to the request instead of the aforementioned data.
- 5.2.3. The Benefactor shall have the right at any time to change the amount of regular (including monthly) donation, as well as the date of debiting by expressing its intention by phone or using other method of communication. Notice concerning changes in the amount of donation shall be sent to the Benefactor in compliance with the conditions specified in clause 5.2.3 of the Agreement.
- 5.3. Transfer of a donation to the account of the Beneficiary by debiting of money from the mobile phone number shall be allowed only from the phone numbers registered to an individual
- 5.4. In case of transfer of a donation through the system of instant payment terminals "Qiwi", the Beneficiary should indicate its phone number for the purpose of correct identification of the

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5.5. In case of transfer of a donation by debiting from a bank account, including through a personal account on the website of the bank of the Benefactor, the payment purpose description should contain the wording "Donation for statutory activity" or other wording containing the word "Donation".

## 6. Rights and Obligations of the Parties

- 6.1. The Beneficiary shall be obliged to use monetary assets received from the Benefactor under this Agreement in strict adherence with the current legislation of the Russian Federation and within the limits of statutory activity.
- 6.2. The Benefactor grants its permission for processing of personal data, issued by the Beneficiary exclusively for the performance of this Agreement.
- 6.3. The Beneficiary may collect information on surname, name, patronymic, region, postal address, phone number, e-mail address, profile image, identification number of social media account, other information that shall be voluntary provided by the user (visitor).
- 6.4. The Beneficiary may collect information that shall not disclose identity and shall not be related directly thereto, i.e.: information on the type of browser and device, information, gathered through cookies, pixel tags and other technologies, demographic or other non-identifying information (for example, a common geographic region).
- 6.5. The Beneficiary shall undertake necessary and sufficient technical, organizational and administrative measures for ensuring the security of gathered information in order to protect against unauthorized access, deletion, alteration, blocking, copying, dissemination, as well as against other illegal acts of the third parties. Web pages, containing personal customer information, shall be protected by Secure Sockets Layer (SSL), security protocol, ensuring the security of communications over the Internet.
- 6.6. The Beneficiary shall have the right to transfer personal and contract information of the Benefactor to the third parties for the purpose of execution of this Agreement, as well as at the request of the governmental agencies, authorized to request such information.
- 6.7. The Benefactor authorizes the Beneficiary to redistribute at its own discretion the remaining part of unused donation to the other current programs, companies and projects within the limits of the statutory activity of the Beneficiary, if due to liquidation of the relevant needs (including in case of completion of the project, program, and campaign), the donation can't be utilized in full in accordance with the purpose, indicated by the Benefactor.
- 6.8. The Beneficiary shall inform the Benefactor about its current programs, electronic appeals and voting, shall provide reporting and service information, congratulations and invitations to the events by electronic, postal and SMS mailings, as well as by phone calls.
- 6.9. At the request of the Benefactor (in the form of e-mail or ordinary letter), the Beneficiary shall be obliged to provide the Benefactor with information concerning the donations made by the Benefactor.
- 6.10. The Beneficiary shall not be under any other obligations to the Benefactor, except for the obligations specified in this Agreement.

#### 7. Miscellaneous

- 7.1. In the event of disputes and disagreements between the Parties under this Agreement, they shall be settled, wherever possible, through negotiations. In the case of impossibility to settle disputes through negotiations, the disputes and disagreements shall be settled in accordance with the current legislation of the Russian Federation in court instances at the place of location of the Beneficiary.
- 7.2. I, FULL NAME, hereby give my consent to the Branch of the International Non-governmental Non-commercial Organization "Greenpeace Council" GREENPEACE, located at the address: Russia, city of Moscow, Leningradsky Prospekt, house 26, building 1, for processing of my personal data in the amount of provided by me information for the purposes of:
  - filing of petitions to the government agencies and municipalities, to the management

of companies upon the signing by me of the relevant petitions on the website of the Branch,

- execution of the permission for a nonrecurring or monthly debiting of monetary funds from my bank card after execution by me of such permission on the website of the Branch.
- receiving of electronic, postal or SMS messages, as well as phone calls,
- receiving of invitations to make a donation.
- provision of information on the vents of BINNO "Greenpeace Council" and possibility of participation therein,
- provision of information to the tax authorities at their requests and within the limits of their competence about the sources of financing the activity of the Beneficiary and the amounts of donations subject to inclusion to the tax deductions of the Benefactors,

for the period of activity of BINNO "Greenpeace Council" with the right to transfer the specified personal data to the other persons (partners and counteragents of the Beneficiary) for the same purposes, subject to the requirements of the Federal Law dd. July 27, 206 No. 152-Φ3 "On Personal Data".

Processing of the specified personal data shall be carried out through collection, recording, systematization, accumulation, storage, rectification (updating, modification), extraction, usage, transfer (dissemination, provision, access), anonymization, blocking, deletion, destruction, for the aforementioned purposes.

This consent may be withdrawn by me from BINNO "Greenpeace Council" by sending the relevant message to the e-mail address info@greenpeace.ru or the letter to the postal address of BINNO "Greenpeace Council".

# 8. Details of the Parties

#### **BENEFICIARY:**

BENEFACTOR:

Name of the organization:

BINNO "Greenpeace Council"

INN (Taxpayer Identification Number):

7707024062

KPP (Taxpayer Record Validity Code):

771401001

OGRN (Primary State Registration Number):

1037739393713

Address: 125040, of city Moscow,

Leningradsky Prospekt, house 26, building 1

E-mail: join@greenpeace.ru

Bank details:

settlement account No. 40703810638040103856 with "Sberbank of Russia" OJSC, city of

Moscow, BIK (Bank Identification Code) 044525225,

correspondent account No.

301018104000000000225

Phone: (495) 988-74-60

Executive Director:

Tsyplenkov Sergey Alexandrovich

Payment details:

Donation for statutory activity