

GENERAL TERMS FOR ASSISTANCE IN FAVOUR OF THE FOUNDATION FUNDACJA RAZEM DAMY RADE - DO IT TOGETHER

1. Subject of Assistance

1. The Donor undertakes – at its own volition – to provide support to the Charitable Aid Foundation in the form of:

I. Financial assistance – monetary donation.

II. In-kind assistance – gifting.

III. Service provision – donation of services.

Along with this, in the case of providing in-kind assistance and services, in every instance the Donor shall coordinate with the Foundation their:

- subject;
- type;
- scope;
- location of assistance provision;
- other information required to provide an appropriate assistance to the Foundation

for the Foundation to determine whether this assistance is compliant with its charter's objectives and whether it can accept and make appropriate use of this form of assistance, as well as its timing, location, and scope.

The Parties consider a written form of these arrangements sufficient, i.e. in the form of notifications sent to the Foundation's e-mail provided below.

Foundation: dopomoga@metivestholding.com

At the time of first contact, the Donor – in the case of in-kind assistance and service provision – shall specify in a letter sent to the Foundation's e-mail address the type of assistance it intends to provide to the Foundation, as well as indicate its personal and contact information (address and telephone number).

2. The subject of the agreement is not the profit making by the Donor or the Foundation.
3. Charitable assistance is provided to the Foundation free of charge to assist in supporting the legitimate charter interests of the Foundation in the relevant charitable activities, determined pursuant to the Charter, national legislation, and the laws of the European Union. The assistance shall be used by the Foundation solely for the implementation of its charter objectives at the Foundation's discretion in line with the needs at the moment.
4. All costs associated with the assistance in favour of the Foundation are borne by the Donor, unless directly reserved in writing as the costs of the Foundation to be considered valid.

2. Rights and Obligations

1. The Donor shall provide assistance in accordance with these terms, written arrangements between the Parties, and legislative requirements.

2. The subject of assistance in favour of the Foundation is financial and material resources, as well as services lawfully obtained and legally sourced.
3. Upon the Donor's demand (request), the Foundation draws up a declaration on assistance provided to the Foundation.
4. The Donor of the assistance also has other rights and obligations arising from the generally applicable provisions of legislation.
5. Providing assistance in favour of the Foundation by the Donor shall not create any obligations to the Donor on the part of the Foundation, subject to clause 2.3 of these General Terms for Assistance in Favour of the Foundation.
6. The Foundation is not obliged to indicate information about the Donor while distribution of the assistance received from it, including directly by labeling received goods and / or publishing information about the Donor and provided assistance by it.
7. Distributing assistance, the Fund has the right to label such assistance at its own discretion without agreeing the content or form of such labeling with the Donor.
8. Providing assistance in favour of the Foundation by a legal entity is tantamount to acceptance of these General Terms for Assistance in Favour of the Foundation by this legal entity as the Donor.

3. Final Clauses

Any disputes arising from this agreement shall be settled in court pursuant to current Polish legislation by a Polish court at the actual location of the Foundation's headquarters.