

The public offer of the Foundation of Information Technologies, Education and Light Aviation Development on the conclusion of donation agreements

1. The meaning of this public offer

1.1. This public offer, hereinafter referred to as the "Offer", is the proposal of the Foundation of Information Technologies, Education and Light Aviation Development, hereinafter referred to as "the Foundation", the details of which are specified in Section 4 of the Offer, in the person of the Director, I. Mishchenko, acting in accordance with the Charter, to conclude the donation agreement, hereinafter referred to as the "Agreement", with any person, responded to the Offer, under the conditions provided by the Offer.

1.2. The offer is a public offer in accordance with cl. 2 article 437 of the Civil Code of the Russian Federation.

1.3. The offer becomes effective on the day following the day of its placement on the Foundation website at <http://www.aviafound.com>, hereinafter referred to as the "Website".

1.4. The Offer is perpetual and shall continue until the day following the day of posting the information about the cancellation of the Offer on the Website. The Foundation has the right to cancel the Offer at any time without giving explanations.

1.5. The amendments and additions, introduced to the Offer, should come into force on the day following the date of their placement on the Website.

1.6. The invalidity of one or more conditions of the Offer does not entail the invalidity of all other conditions of the Offer.

1.7. The Foundation is entitled to conclude the donation agreements in the way different from the one mentioned in the Section 2 of the Offer with the reference to the Offer; in this case the meaning and the application of the Offer are determined by the conditions of such agreements.

1.8. The Foundation is ready to conclude the donation agreements in the way different from and (or) on the terms different from the one, mentioned in the Offer. For this purpose, any person concerned may apply to the Foundation. In accordance with the Article 428 of the Civil Code of the Russian Federation, the Agreement should not be considered as a contract of adhesion. This clause should not be considered as the Offer.

1.9. The place of allocation of the Offer is the city of Tarusa, Kaluga oblast, the Russian Federation.

2. The order of conclusion of the Agreement

2.1. Any individual or legal person, public legal formation, international organization and any other entity of the civil law should be entitled to accept the Offer (to respond to the Offer) and thus to conclude the Agreement with the Foundation.

2.2. The agreement is concluded by the acceptance of the Offer by any person mentioned in the clause 2.1 of the Offer, hereinafter referred to as the "Acceptor".

2.3. The Offer may be accepted only by transferring the money by the Acceptor to the bank account of the Foundation according to the details mentioned in the clause 4.7 of the Offer or by paying cash to the cashier of the Foundation. The purpose of the payment mentioned in the payment order, hereinafter referred to as the "Payment document", or in the credit order should be stated as the "charitable donation". The acceptance of the Offer in any other way, in particular by transferring funds with the indication in the payment document of different wording of the payment purpose, shall not be permitted and is not the acceptance of the Offer.

2.4. The order of the acceptance of the Offer, provided by the clause 2.3 of the Offer, is the accomplishment of the actions on implementation of the conditions of the Agreement indicated in the Offer (payment of the relevant amount) in accordance with cl. 3 of Article 438 of the Civil Code of the Russian Federation.

2.5. The example of filling out of the payment document by an individual person is provided on the Website.

2.6. If there is no indication of the citizenship of an individual in the payment document, it is considered that the individual is a citizen of the Russian Federation. In case of executing the payment by the citizen of another country, their citizenship should be indicated in the payment document.

2.7. If there is no information about the state, under law of which a legal entity has been founded and operates (this law is its personal law), then it is considered a legal entity founded and operates under the law of the Russian Federation, which is its personal law. The payment document of the legal entity established and operating by law of another state (personal law of which is the law of another state) must include the information about that state.

2.8. The date of the acceptance of the Offer and the date of the conclusion of the Agreement respectively is the date of transferring funds to the bank account of the Foundation, specified in the clause 4.7 of the Offer, or the date of the payment to the cash desk of the Foundation. The place of the conclusion of the Agreement is the city of Tarusa, Kaluga Oblast, the Russian Federation. In accordance with the paragraph 3 of Article 434 of the Civil Code of the Russian Federation, the Agreement is considered concluded in writing.

2.9. The submitting of the payment document to the bank or making a payment to the cash office of the Foundation for the acceptance of the Offer are possible only during the validity of the Offer (clauses 1.3 and 1.4 of the Offer). If the payment document is submitted to the bank after the termination of the Offer, the funds on it will not be considered as the acceptance of the Offer. If the cash payment is made to the cash desk of the Foundation upon termination of the Offer, it will not be considered as the acceptance of the Offer. In the day of submitting the payment order to the bank, or a cash payment to the cash desk of the Foundation, the Acceptor is required to make sure that the Offer has not been canceled (clause 1.4 of the Offer).

2.10. The provision of the payment document to the bank and transfer of funds on it, or executing the payment of cash to the cash desk of the Foundation in accordance with the requirements of the Offer, is a full and unconditional agreement to the terms of the Offer.

2.11. Before the submission of the payment document to the bank or executing the payment of cash to the cash desk of the Foundation the Acceptor shall:

2.11.1. Make sure that the conclusion and the execution of the Agreement is fully consistent with the Law of the Russian Federation, and if the Acceptor is a citizen of another state or a legal entity established and operating on the law of another state (personal law of which is the law of another country), then with the law of that other state.

2.11.2. Become familiar with the Charter of the Foundation, posted on the Site, including the authorized purposes of the Foundation.

2.12. The submission of the payment document to the bank or the executing of the payment of cash to the cash desk of the Foundation means that the Acceptor guarantees the following:

2.12.1. The conclusion and the execution of the Agreement is fully consistent with the Law of the Russian Federation, and if the Acceptor is a citizen of another state, or a legal entity established and operating on the law of another state (personal law of which is the law of another country), then with the law of that other state.

2.12.2. The Acceptor has become familiar with the Charter of the Foundation, posted on the Website, including the authorized purposes of the Foundation.

2.13. Terms of the Agreement should be defined in the Offer amended to reflect the changes and additions to the current (active) Offer as of the day of submission of the payment document to the bank by the Acceptor, or the day of the cash payment to the cash desk of the Foundation.

2.14. The Agreement is considered to be concluded at the location of the Foundation on the date of the conclusion of the Agreement.

2.15. The Acceptor shall assume all responsibility for compliance with the requirements of the Offer in connection with the order of conclusion of the Agreement, including the responsibility for the authenticity of the provided citizenship data of the Acceptor for an individual, or the state of law, according to which the Acceptor, a legal entity, had been established and operates (the law is its personal law), including all responsibility stipulated by civil, administrative and criminal law of the Russian Federation. The Acceptor must reimburse the Foundation for all losses caused by the violation of the order of the Agreement conclusion, provided by the Offer, including those caused by submitting of false information on the citizenship, or the personal law of the Acceptor.

2.16. The person, accepted the Offer, hereinafter referred to as "Benefactor."

3. Terms of the Agreement

3.1. The Benefactor transfers the ownership of the funds to the Foundation in the amount indicated in the payment document or credit order (clause 2.3 of the Offer), to use them with generally useful purposes, defined as the statutory objectives of the Foundation, provided by the Charter.

3.2. In case of impossibility to use the donations in the way stated by the Benefactor, the Foundation may use these donations for the authorized purposes.

3.3. The Agreement is a donation in accordance with Article 582 of the Civil Code of the Russian Federation.

3.4. The right of ownership on the transferred funds passes starting from the date of transfer of the funds to the bank account of the Foundation, or date of payment in cash.

3.5. Only with the consent of the Benefactor the Foundation has the right to place on the Website and otherwise distribute the information about the Benefactor and the fact of conclusion and execution of the Agreement (namely: the information that the Benefactor has concluded and executed the Agreement, including the information about the date of the conclusion and execution of the Agreement, the name (title) or the full name of the Benefactor and the amount of donations) except for the cases of providing such information by the Foundation to the state and local authorities, or other persons when the Foundation is required to provide such information. This consent is considered to be given by the Benefactor in case of indication in the payment document or credit cash order (clause 2.3 of the Offer) of the fact, that the donation is “anonymous”. The stated consent of the Benefactor is perpetual and irrevocable.

3.6. The Benefactor, transferring funds to the Foundation, gives the authorization for the processing of personal data of the Benefactor.

3.7. For all relations between the Benefactor and the Foundation related to the Agreement, including relations connected with the conclusion, performance, violation, termination (including cancellation) of the Agreement, the substantive law of the Russian Federation should be applied with the exception of the conflict rules.

3.8. All disputes between the Benefactor and the Foundation related to the Agreement, including disputes relating to conclusion, performance, violation, termination (including cancellation) of the Agreement should be settled by a state court of general jurisdiction within the territory of the Russian Federation at the location of the Foundation.

3.9. In case of any disputes between the Benefactor and the Foundation concerning the content of the Offer, the text submitted to the court by the Foundation should be a sufficient and appropriate evidence of the Offer content.

3.10. Failure to conclude or invalidity of one or more provisions of the Agreement shall not entail the invalidity or incompleteness of all other provisions of the Agreement.

4. The Foundation essential elements

4.1. The Foundation is a legal entity established and acting by the current law of the Russian Federation.

4.2. The Foundation was registered as a legal entity on March 29, 2012 at the Territorial site no. 4018 in Tarusa district of Interdistrict Inspectorate of the Federal Tax Service no. 7 of Kaluga oblast with the principal state registration number PSRN 1124000000552 in the Administration of Ministry of Justice of Kaluga oblast no. 4014010170 dated March 2, 2012

4.3. Full name: The Philanthropic Foundation of Information Technologies, Education and Light Aviation Development.

- 4.4. Short name: PF of IT, Education and Light Aviation Development.
- 4.5. Legal address: Lenin St., 18, Tarusa, Kaluga oblast, Russia, 249100
- 4.6. Taxpayer Identification Number / Tax Registration Reason Code of the Foundation: 4018999430/401801001
- 4.7. Bank details:
- Payee's bank: OJSC "Sberbank of Russia", the city of Moscow
- BIN of the Payee's bank: 044525225
- Payee's bank account number: 30101810400000000225
- Payee's account number: 40703810938250001642
- Remittee: The Philanthropic Foundation of Information Technologies, Education and Light Aviation Development

Director of the Foundation I.Mishenko