

**AGREEMENT ON CASH DONATION
FOR THE RECOVERY FUND**
(hereinafter referred to as: "**Agreement**")

concluded in Poznan, Poland on, 2020

by and between:

..... [please enter the full legal name] with its registered office in
..... [please enter the full address, including the country], tax ID no.
represented by:
..... –,
hereinafter referred to as the "**Donor**"

and

Fundacja Rozwoju Talentow (Talent Development Foundation) having its registered office in Poznan (60-820) at Bolesława Prusa 20/9, Poland, entered into the register of foundations by the District Court for Poznan, Poland under KRS no. 0000294586, NIP / tax ID no. PL7792325513, operating under the corporate name of **Social Impact Alliance for Central & Eastern Europe**®, represented by **Anna Korzeniewska** - Chairman of the Board (CEO), hereinafter referred to as the "**Foundation**"

jointly referred to as: "**Parties**", and the Parties have agreed as follows:

RECITALS

Whereas:

1. *The Foundation is a public benefit organization as referred to in art. 4 of the Polish Act of 24th April 2003 on public benefit activities and volunteering. (Journal of Laws: Dz.U. of 2003, No. 96, item 873, hereinafter referred to as the "**Act**"), realising the objectives set out in art. 4 of this Act and conducting public benefit activities in the area of e.g. philanthropy;*
 2. *The Foundation realizes the goals set out in art. 4 of the Act on public benefit activities and volunteering in accordance with the articles of association;*
 3. *In order to implement the above-mentioned tasks, the Foundation created a Recovery Fund (hereinafter referred to as "**Fund**"), which aims to counteract the effects of COVID-19 by supporting people and entities that have suffered or may be affected by a pandemic;*
 4. *The purpose of the Fund meets the requirements specified in art. 4 of the Act on public benefit activities and volunteering;*
 5. *The donor is interested in the financially supporting the Fund;*
- The parties have agreed to enter in this donation agreement (hereinafter: "**Agreement**").*

§ 1

[Subject of donation]

1. The subject of this Agreement is providing financial support for the Recovery Fund.
2. The Donor undertakes to provide the Foundation with a sum of money equal to **PLN** (in words: PLN 00/100) by **of**, and the Foundation acknowledges that it accepts this donation and allocates it for the purpose specified in this agreement, as part of its activities.
3. The confirmation of receipt of the donation is confirmation of the receipt of funds on the Foundation's bank account number PL77 1030 0019 0109 8534 0000 3845 (Bank Citi Handlowy, SWIFT CITIPLPX).

§ 2

[Purpose of donation]

1. The Donor obliges the Foundation to allocate the subject of the donation indicated in paragraph 1 above, to the Fund and indicates that the funds should be allocated to [please provide the details of the Beneficiary or, if it is a payment for a general purpose, enter "general purpose of the Fund"] (hereinafter referred to as "**Donee**"), subject to the provisions of § 3.
2. The Foundation undertakes to provide the Beneficiary with cash in a total amount equal to **PLN** (in words: PLN 00/100), hereinafter referred to as: "**Financial support**".

3. The financial support will be transferred to the Beneficiary within 5 (in words: five) business days from the day the funds are credited at the Foundation's account, provided that the Beneficiary signs the applicable documents.

§ 3

[Additional use of the donation]

The donor agrees that ...% of the donated amount, i.e. ... PLN (in words: PLN 00/100), which will be credited at the Foundation's account, has been allocated by the Foundation for the operation and maintenance of the Fund. Administrative costs related to servicing the Fund are part of the donation subject to art. 4 of the Act.

§ 4

[Records of the use of the donation / Foundation's statement]

At the Donor's written request, the Foundation shall provide the Donor with written documentation (in particular in the form of confirmation of transfers) of the use of the donated amount.

§ 5

[Trademarks]

1. The Donor consents to the Foundation's use of the legal name of the Donor, including verbal-figurative trademark registered for the Donor or identifying the Donor in practice (together referred to as "**Donor's Logo**"), including the Donor agrees the Logo to be placed on the Foundation's website only to support the realisation of the Foundation's statutory objectives, including in particular the realisation of the Fund's objectives within the scope and on the principles set out in **Annex No. 1**.
2. The Foundation consents to the Donor's use of the legal name of the Foundation, including verbal-figurative trademark registered for the Foundation or identifying the Foundation in practice (together referred to as "**Foundation's Logo**"), including the Foundation agrees the Logo to be placed on the Foundation's website only to support the realisation of the Foundation's statutory objectives, including in particular the realisation of the Fund's objectives within the scope and on the principles set out in **Annex No. 1**.
3. The Foundation agrees that the Logo may be placed on the Donor's website only for the purposes of other potential Donors about the Foundation and the Fund, in the scope and on the principles set out in **Annex No. 1**. The Foundation will use the Donor's Logo solely for the benefit of the Donor.
4. The Parties shall provide each other with a graphic of their Logos within 5 (in words: five) days of signing this Agreement.

§5

[Confidentiality]

1. For the purposes of this Agreement, the idea of confidential information means that the Parties understand: any information and documents, including any technical, financial or economic data and information, including materials and documentation in this regard, information on intellectual property, know-how, trade secrets, organizational projects or business plans, financial data, information on negotiations and their results, market research results, business cooperation with other entities and other information about the Parties and / or their clients, suppliers, products, pricing principles and ways of conducting business, regardless of whether the information will be in written or oral form, or will be obtained on other media, regardless of whether the above-mentioned information will be marked as "confidential", "proprietary" or bearing another clause of a similar meaning (hereinafter "**Confidential information**").
2. The Parties undertake to keep confidential Information confidential and not to disclose it to third parties and not to use it for purposes other than to fulfil the obligations arising from this Agreement and to achieve the objectives of the Fund.
3. All Confidential Information provided will be used by the Foundation solely in Donor's interest and for the purposes of performing this Agreement.
4. Any Confidential Information disclosed in the course of this Agreement shall remain the property of the disclosing Party, and nothing in this Agreement may be construed as granting either Party any rights to the Confidential Information disclosed.
5. The obligation to keep confidential information confidential does not apply to information that:
 - a. is generally known at the time of the transfer,
 - b. is transferred to one of the Parties with explicit written exemption from confidentiality or an exemption from the prohibition of use, or on which the disclosing Party releases the Party receiving Confidential Information from the obligation to maintain confidentiality in writing or by e-mail, or

- c. have been disclosed in accordance with mandatory legal requirements or at the request of authorized public administration bodies, courts and other state authorities within their jurisdiction.
6. The confidentiality obligation under this paragraph shall apply throughout the duration of the Fund and for 3 (in words: three) years thereafter.

§ 6

[Personal Data Protection]

1. The Donor declares that he is a data controller with respect to personal data entrusted to the Foundation (also referred to in this paragraph as "**processor**") for processing under this Agreement.
2. Details of personal data protection can be found in **Annex 2**.

§7

[Final provisions]

1. The Parties shall not be held liable in relation to the other party's due tax payments and resulting from the Agreement. Responsibility for such fees shall be borne by the Party who is legally obliged to pay tax.
2. The Foundation shall not be held liable towards the Donor, in particular financial liability, for the failure of the Beneficiary to use the Financial Support granted to him in accordance with § 2 of the Agreement.
3. The Agreement has been drawn up in two identical copies, one for each of the Parties.
4. For matters not regulated by the provisions of this Agreement, the relevant provisions of the Polish Civil Code shall apply.
5. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the Republic of Poland and any disputes arising thereof fall under the sole jurisdiction of Polish courts in Poznań.

DONOR

FOUNDATION

Signature:

Signature:

First name and surname:

First name and surname:

Capacity:

Capacity:

E-mail address:

E-mail address:

Phone number:

Phone number: