March 3, 2022

Public offer to conclude a Donation Agreement

This public offer is addressed to individuals and (or) legal entities (hereinafter referred to as the Benefactors) and is an official proposal of the Limited Liability Company "Smart Advertising" [Umnaya Reklama] (hereinafter referred to as the Benefactor), represented by the Director General Osetinskaya Elizaveta Nikolaevna, acting with full corporate authority and with full legal responsibility, to conclude a donation agreement (hereinafter referred to as the Agreement) in accordance with Clause 2 of Article 437 of the Civil Code of the Russian Federation on the following:

1. Objective

- 1.1. The Benefactor shall transfer the funds (hereinafter referred to as the Donation) free of charge for carrying out the statutory activities of the Benefactor and its maintenance.
- 1.2. The Beneficiary accepts the Donation received under the Agreement to finance programs and projects aimed at: creation of information materials about business and economy, etc.
- 1.3. The the present Agreement is an Affiliation Agreement. The benefactor accepts the terms of the Agreement by joining it as a whole. At the same time, the Benefactor confirms that the Agreement does not contain burdensome conditions for him, which he would not accept if he had the opportunity to participate in the definition of the terms of this Agreement.

2. Agreement Conclusion Procedure

- 2.1. The Agreement shall be deemed to have been entered into since the transfer of the Donation by the Benefactor in accordance with the procedure specified in this Agreement, which means unconditional acceptance of all its terms and conditions without any exemptions or restrictions.
- 2.2. The Benefactor independently determines the amount of the Donation and makes it by transferring funds to the bank account of the Beneficiary specified in Section 4 of this Offer in any convenient way indicated on the website https://thebell.io/.
 - 2.3. In the "purpose of payment" column, the Benefactor indicates "Donation".
- 2.4. The Benefactor may also further specify a specific purpose for using the Donation from among those indicated by the Benefactor on the website, social networks and/or the media.
- If it is not possible to use the Donation for the purpose specified by the Benefactor and/or when receiving the Donation without specifying the specific purpose of its use, the Benefactor shall have the right, at its discretion, to use such Donations for the conduct of its statutory activities and its content.
- 2.5. When transferring Donations for identification purposes, the Benefactor shall indicate its contacts: e-mail address.
- 2.6. The Donation shall be deemed to have been given to the Beneficiary from the date of its deposit to the bank account specified in Section 4 of this Offer.
- 2.7. The offer is indefinite and is valid until the day following the day of posting on the website of the Beneficiary of the notice of termination of the offer.
 - 2.8. The place of conclusion of the Agreement is the location of the Beneficiary.

3. Agreement Terms

- 3.1. The Beneficiary shall publish reports on the intended use of Donations received during the calendar year. Reports are published on the Internet on the website of the Beneficiary https://thebell.io/. no later than December 31.
- 3.2. The Benefactor shall use the Donation received under the Agreement solely for the purposes specified in clause 1.2 hereof.
- 3.3. By entering into the Agreement, the Benefactor, acting by its will and in its interest, agrees to the processing by the Beneficiary of its personal data, namely, to perform, including actions to collect, systematize, accumulate, store, update (including updating, change), use, distribute, depersonalize, block and destroy any information related to the Benefactor's personal data for the purpose of concluding and executing the Agreement.

In accordance with the Federal Law of 27.07.2006 N 152-FZ "On Personal Data", the Beneficiary does not disclose personal data provided by the Benefactor when transferring the Donation without his written consent.

3.4. The Parties shall be fully responsible for compliance with the requirements of the Contract, including responsibility for the provided information about themselves.

Each of the Parties confirms that it has all rights and powers to conclude the Agreement and fulfill its obligations, and that the conclusion of the Agreement does not violate the terms of other obligations of the Parties to third parties.

- 3.5. The Parties shall be released from liability for failure to perform or improper performance of their obligations under the Agreement, if this failure was due to force majeure circumstances that arose after the conclusion of the Agreement as a result of events of an extraordinary nature that the Party (s) could neither foresee nor prevent by reasonable measures.
- 3.6. In all other matters not stipulated by the Agreement, the Parties shall be guided by the applicable legislation of the Russian Federation.

4. Details of the Beneficiary

Address: 121069, Moscow, Povarskaya st., 31/29, basement office, facility VI, Premise 1, Office 62

Postal address: 101000, Moscow, Basmanny district, Khokhlovsky lane 7-9, facility 2

TIN/RRC: 9704009165 / 770401001

Bank: PJSC BANK "OTKRITIE"

A/C: 40702810301500060620

C/A: 30101810845250000999

BIC: 044525999

E-mail: ads@thebell.io

Director General Osetinskaya Elizaveta Nikolaevna