

## GRANT AGREEMENT

Date: 06 June 2022

Association "American Rescue Project" a legal entity registered under laws of the District of Columbia USA, hereinafter referred to as "**the Association**" represented by Kurtis L. Warner, in the capacity of Executive Director, of the one part,

and

Charitable Foundation of Bird of Light Ukraine, a legal entity registered under laws of Ukraine, hereinafter referred to as "**the Grantee**", represented by Zhanna Galeyeva

, in the capacity of Executive Director, of the one part,

Hereinafter separately, and jointly referred to as "**Parties**", have concluded this Agreement on the following:

### ARTICLE 1 - SUBJECT OF THE AGREEMENT

- 1.1 Under the terms and conditions set forth herein, the Association shall provide its charitable donation amounting to \$175,000.00 hereinafter referred to as "**the Grant**", to the Grantee.
- 1.2 The Grant shall be provided to the Grantee to provide for humanitarian assistance to the people of Ukraine and supporting efforts. The Grantee shall use the Grant for these purposes only.

### ARTICLE 2 - TERMS AND CONDITIONS OF GRANT ALLOCATION AND USE

- 2.1 The Grant shall be provided to the Grantee to cover expenses for the period from [11 July 2022] till 31 December 2022], hereinafter referred to as the Implementation Period.
- 2.2 The Parties agreed that the Grant shall be transferred in US dollars by Association on behalf of the Grantee.
- 2.3 Bank account. The Grant shall be provided in the US Dollars by remitting funds to the current account opened or designated by the Grantee with the reputable bank institution for the purposes of allocation and use of such Grant Funds.
- 2.4 Bank interest. Any bank interest earned/accrued to the Grant Funds at the Grantee's bank institution shall be spent by the Grantee for the grants intended purpose.

### ARTICLE 3 - GUARANTEES AND OBLIGATIONS OF THE PARTIES

- 3.1 By signing this Agreement, the Grantee shall guarantee and undertake:

- 3.1.1. Neither receive from nor propose any illegal direct or indirect benefits in connection with Grant and to follow conflict of interest's standards while making any juridical acts in connection with the Project implementation;
- 3.1.2. Not to use the Grant and/or any other assets acquired through the Grant Funds for any illegal purposes;

#### ARTICLE 4 - GRANT ACCOUNTING, REPORTING AND CONTROL

- 4.1 The Grantee shall keep accounting and fiscal records on the use of the Grant Funds in accordance with general rules and regulations as provided for by the local legislation and this Agreement.
- 4.2 The Grantee is responsible for its own currency management. Gains or losses resulting from currency variations must be visible in the accounting records and financial reporting of the Grantee.
- 4.3 Upon the written request of the Association, the Grantee shall submit its written programmatic and financial reports as to the expenditure of funds as of the date of such request.

#### ARTICLE 5 - CONFIDENTIALITY

- 5.1 Neither Party shall use any information disclosed hereunder either within the period of the Agreement or after its termination for whatever reason in its own interests or in the interests of any other persons that may violate individual rights to private life and professional secrets, and anonymity of their status.
- 5.2 Neither Party shall disclose any information obtained during implementation of Agreement, except when it constitutes an obligation arising from legislation into force. In this case, the information shall be made available to the extent permitted by law after consultancy with the other Party.

#### ARTICLE 6 - GOVERNING LAW AND CONFLICT SETTLEMENT

- 6.1 This Agreement is governed and construed in compliance with United States law within the District of Columbia, and any conflict, contradiction or claim arising or related with this Agreement shall be settled in compliance with applicable US law.
- 6.2 The parties agree that any dispute that may arise between them regarding the content of this Agreement/ Annexes shall be referred to District of Columbia District Juridical Court which shall be the competent court.

#### ARTICLE 7 - DURATION OF THE AGREEMENT AND EARLY TERMINATION

- 7.1 This Agreement shall enter into force upon signing by the Parties and shall remain in effect until the Parties fulfill their obligations in full or until the Agreement is early terminated.
- 7.2 Early termination of the Agreement shall be effective in 30 (thirty) days as soon as the Party receives the termination notice. In such case, any obligations related to the return of funds granted shall be fulfilled.

#### ARTICLE 8 - FORCE MAJEURE

The non-fulfilment of any of this Agreement obligations, shall not be deemed as infringement of this Agreement, as long as this failure arises due to event considered as Force Majeure, and in case it is proved that the affected party by this event:

- a) has undertaken all reasonable preventive measures as well as all necessary possible steps to fulfil this agreement obligation; and
- b) has informed immediately the other party for this event.

“An Event of Force Majeure” means any event or circumstances or their combination, that prevents either Party, either in whole or in part, for fulfilment of obligations under this Agreement, solely if and to the extent that such event or circumstance is beyond direct or indirect reasonable control of the affected Party, is not caused due to his infringement or incapability, and couldn’t be prevented by any reasonable measure that this party could have taken.


#### ARTICLE 9 - OTHER PROVISIONS

- 9.1 This Agreement was made in English, signed in duplicate, one copy for each of the Parties, both copies of the Agreement being authentic. Should any discrepancies arise in translation of this document, the provisions of the Agreement set forth in English should prevail.
- 9.2 Any alterations and amendments hereto shall be mutually agreed by the Parties in writing. Such alterations and amendments shall come into force as soon as they are signed by authorized representatives of the Parties.
- 9.3 Any appendices or documents referred herein and any other annexes and papers that may be signed by the authorized representatives of the Parties and attached by direct reference hereto shall be an integral part of this Agreement.
- 9.4 The following annexes shall be attached hereto:

Bird of Light Ukraine

By: Zhanna Galeyeva

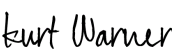
Title: Executive Director

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American Rescue Project

By: Kurtis L. Warner

Title: Executive Director

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Annex 1 – The work plan is for the Charitable Foundation of Serhiy Prytula to buy laser rangefinders from a Finnish seller for further transfer to local communities, where they will be used to rebuild areas affected by Russian aggression and strengthen Ukraine's defense capabilities.

Annex 2 –

Line 1 - Pay the invoice of the Finnish seller	Amount: \$56,000.00
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Total Grant:	Amount: \$56,000.00
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