DONATION AGREEMENT

Saint-Petersburg, Russian Federation

The State Hermitage Museum (abbreviated company name in English - the Hermitage; Principle State Registration Number 1037843031808; TIN 7830002416; KPP 784101001; a legal address and postal address: 190000, Russian Federation, St. Petersburg, Dvortsovaya emb., 34), a legal entity under the legislation of the Russian Federation, hereinafter referred to as the “Museum”, on the one hand, and an individual person who has a citizenship of a foreign state and is a user of a website of the State Hermitage Museum (address of the website on the Internet is www.support.hermitagemuseum.org), acting in his/her own name and in his/her own interests (hereinafter referred to as the “Donor”), on the other hand, jointly referred to as the “Parties”, in goals to support activity of the State Hermitage Museum in culture and art, operated by the provisions of Federal Law of August 11, 1995 № 135-FZ “About Charity Activity and Volunteer Activities (Volunteering)”, taking into account voluntary and altruistic will of the Donor to support the Museum in leading of its Charter activity, have reached the present agreement (hereinafter – “Agreement”) as following:

1. SUBJECT OF THE AGREEMENT

1.1. The Donor shall transfer to the Museum as donation money in US dollars in amount determined by the Donor for purposes to support the Museum activity in cultural and art sphere and usage by the Museum in charter activity hereinafter referred to as the “Donation”. Donation according to the Agreement is made by the Donor online by using of the website of the Museum (address of the website is www.support.hermitagemuseum.org). The exact title of the program to which the Donor shall transfer the Donation has to be determined by the Donor simultaneously with the money transfer by the usage of the website of the State Hermitage Museum (address of the website is www.support.hermitagemuseum.org) and by the choice of the exact title of one of the programs suggested for support described on the website.

1.2. The Museum agrees to receive the Donation determined in clause 1.1 of the Agreement and incur obligations under this Agreement.

1.3. The amount of the Donation is permanent and can’t be amended by any of the Parties unilaterally. After the Donation has been transferred its cancelation is possible only accordingly to the legal grounds determined by part 5 clause 582 of the Russian Civil Code.

2. OBLIGATIONS OF THE PARTIES

2.1. The Museum undertakes to spend the Donation exclusively for the purpose indicated in Article 1.1 of the present Agreement.

2.2. The Museum is obliged to provide the Donor on its written request with a written report about the Donation expenditure.

2.3. The Museum is obliged to publish complete and reliable information about the programs which can be supported by the visitors of the website of the State Hermitage Museum. Such information shall be made in accessible and clear form and it shall be easy to find on the website of the Museum.

2.4. The Museum shall arrange sending to the Donor of a confirmation letter in the web (electronic) format about the receipt of the Donation with indication of the exact sum.

2.5. The Museum shall provide receipt of the donations through the website of the State Hermitage Museum based on a separate agreement with a banking institution – “Gazprombank” (Stock Company).

2.6. Payments security shall be provided by the acquirer bank – “Gazprombank” (Stock Company), acting on the basis of contemporary protocols and technologies produced by payment systems MIR, VISA International and MasterCard Worldwide (3D-Secure: Verified by VISA, MasterCard SecureCode, MirAccept). Processing of received confidence data of the Donor (cardholder) arranged by
processing center of the bank, certified accordingly to PCI DSS standard. Security of transferred information provided by modern security protocols in Internet.

2.7. The Donor makes the Donation by transferring funds to the Museum through the website of the State Hermitage Museum (address of the website is www.support.hermitagemuseum.org). The Donor shall use his/her own bankcard.

2.8. To proceed the payment the Donor shall be automatically referred to the secure guarded payment page of “Gazprombank” (Stock Company) where it is necessary to fulfill details of a bankcard. In case of effective authorization and payment amount of the Donation determined by the Donor accordingly to clause 1.1 of the Agreement shall be writing off account of the Donor. The confirmation letter with the sum of the donation will be sent to the email address provided by the Donor if the wire transfer is fulfilled successfully.

2.9. Obligations of the Donor to donate can be considered as completed once the funds have been charged off the bank account of the Donor.

2.10. Before the transaction of the Donation the Donor required to perform the following:

2.10.1. to read and understand details of a program which the Donor is going to support and donate money to;

2.10.2. to read and understand the Agreement, which is available as a digital copy which the Donor can download from the web page of the website of the State Hermitage Museum where receipt of donations has been arranged for visitors of the web site;

2.10.3. to confirm that the Donor is an individual competent person (take a note that legal entities shall donate only on the basis of a separate written agreement entered with the Museum);

2.10.4. to make sure that the Donor is acting fairly and is going to provide voluntarily altruistic support to the activity of the Museum.

2.11. To transfer the Donation the Donor shall provide information about his/her bank details and personal data necessary for execution and performance of the present Agreement by completion of corresponding web (electronic) forms provided at the website of the State Hermitage Museum.

3. CHANGE OF THE DONATION PURPOSE

3.1. The change of Donation purpose is allowed if the circumstances change in a way that it is impossible to expend the Donation for the original purpose. In this case the Museum shall inform the Donor about such circumstances in a written form and the Donor shall provide its consent or dissent for expending the Donation for the other purpose in writing.

4. FINAL CONDITIONS

4.1. This Agreement shall be governed by and construed in accordance with the substantive law of the Russian Federation.

4.2. The present Agreement shall be considered to be signed by both Parties and be affective simultaneously with transfer of the Donation by the Donor through the website of the State Hermitage Museum after completion by the Donor of all necessary web (electronic) forms to arrange the payment and since a confirmation letter about transfer of the Donation of an exact amount has been received by the Donor.

4.3. The Museum banking requisites for donations acceptance in US dollars:

The State Hermitage Museum
190000, St. Petersburg, Dvortsovaya emb. 34
INN 7830002416; KPP 784101001
THE STATE HERMITAGE MUSEUM ST. PETERSBURG
GAZPROMBANK, MOSCOW, RUSSIA
ACCOUNT: 40501840600157000002
SWIFT: GAZPRUMM
FOR SEVERO-ZAPADNY BRANCH SWIFT: GAZPRUMM015
191124, St-Petersburg, Lafonskaya st. 3A
Bank of correspondent: Citibank N.A., New York
SWIFT: CITIUS33
Account: 36141825