

## DONATION AGREEMENT

Saint-Petersburg, Russian Federation

**The State Hermitage Museum** (abbreviated company name in English: the Hermitage; Primary State Registration Number 1037843031808; TIN 7830002416; KPP 784101001; legal and postal address: Dvortsovaya emb., 34, 190000 St. Petersburg, Russian Federation), 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** (website address: [www.hermitagemuseum.org](http://www.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”,

aiming 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 Volunteering”,

taking into account the voluntary and altruistic will of the Donor to support the Museum in its Charter activities,

have reached the present agreement (hereinafter – “Agreement”) as follows:

### 1. SUBJECT OF THE AGREEMENT

1.1. The Donor shall transfer to the Museum charitable donation in the US dollars, in the amount determined by the Donor in accordance with the terms of the Regulations on the “Hermitage Friends’ Club” Special Program (Appendix # 1 to the Agreement), equal to the amount in Rubles at the exchange rate of the Central Bank on the day of payment, for the purposes of supporting the Museum in its Charter activities in cultural and art sphere, hereinafter referred to as the “Donation”.

The Donor may forward the Donation for the implementation of one of the specific programs suggested for support on the official Museum website. For these purposes, simultaneously with the money transfer the Donor chooses the exact title of such program, using the Museum official website tools. Should no choice be provided by the website at the moment of transferring the Donation, the funds are forwarded to support the Charter activities of the Museum.

1.2. The Museum agrees to accept the Donation specified in article 1.1 of the Agreement and incur obligations under this Agreement.

1.3. In accordance with the Regulations on the Special Program, the Museum registers the Donor’s participation in the Special Program in the category determined by the terms of the Special Program.

1.4. The amount of the Donation is permanent and cannot 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. At the written request from the Donor, the Museum undertakes to provide a written report about the Donation’s expenditure in accordance with the purpose indicated by the Donor when transferring the Donation.

2.3. The Museum undertakes to publish complete and reliable information about the programs suggested for support by the visitors of the website of the State Hermitage Museum. Such information shall be provided in accessible and clear form, and made easy to find on the website of the Museum.

2.4. The Museum shall arrange sending to the Donor an electronic letter confirming the receipt of the Donation, and indicating the exact sum of the Donation.

2.5. The Museum shall ensure receipt of the donations via the website of the State Hermitage Museum on the basis of a separate agreement with a banking institution: “Gazprombank” (Stock Company).

2.6. Security of payments shall be ensured by the acquirer bank: “Gazprombank” (Stock Company), operating according to modern protocols and technologies developed by payment systems MIR, VISA International and MasterCard Worldwide (3D-Secure: Verified by VISA, MasterCard SecureCode, MirAccept). Donor’s (cardholder’s) confidential data shall be processed by the processing center of the bank, certified accordingly to PCI DSS standard. The security of transmitted information is ensured using modern security protocols on the Internet.

2.7. In accordance with the Regulations on the “Hermitage Friends’ Club” Special Program, the Museum undertakes to registers the Donor’s participation in the Special Program in the category determined by the terms of the Special Program, and to issue the Donor a personal Hermitage Friends’ card. Donors joining the Online Friends category do not receive a personal Hermitage Friends’ card.

2.8. In accordance with the Regulations on the “Hermitage Friends’ Club” Special Program, the Museum provides to the Donor privileges corresponding to the Donor’s category of membership in the Special Program, and organizes Donor’s participation in the cultural program as stated in the abovementioned Regulations.

2.9. The Donor makes the Donation by transferring funds to the Museum through the website of the State Hermitage Museum (address of the webpage: <https://support.hermitagemuseum.org/en/becomefriend>). The Donor shall use his(her) own bank card.

2.10. To make the payment, the Donor is automatically redirected to a secure payment page of “Gazprombank” (Stock Company) where bank card details are to be entered. Upon successful authorization and payment, the amount of the Donation, determined by the Donor taking into account article 1.1 of the Agreement, is debited from the Donor’s bank card account. The Donor shall receive a letter and notification confirming the fact of Donation transfer to the email address indicated by the Donor when filling in payment information.

2.11. Obligations of the Donor to donate shall be considered as completed once the funds have been debited from the Donor’s bank account.

2.12. Prior to initiating the Donation, the Donor undertakes:

2.12.1. to read and understand details of a program which the Donor is going to support and donate money to, or to forward the funds to support the Charter activities of the Museum;

2.12.2. to read and understand the Agreement, which is available as a digital copy that can be downloaded from the State Hermitage Museum website (page “Join the Hermitage Friends Club”);

2.12.3. to read and accept the terms of participation in the Special Program, as described in the Regulations on the “Hermitage Friends’ Club” Special Program (Appendix # 1 to the Agreement);

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

2.12.5. to make sure that the Donor is acting fairly and voluntarily provides altruistic support to the Museum activities.

2.13. The Donor undertakes to comply with the terms of participation in the Special Program, as described in the Regulations on the “Hermitage Friends’ Club” Special Program

(Appendix # 1 to the Agreement).

2.14. To transfer the Donation, the Donor shall provide information about his/her bank details, as well as other personal data necessary for signing and executing the present Agreement, by filling in relevant web (electronic) forms at the website of the State Hermitage Museum. Filling in the abovementioned forms shall be deemed as Donor's consent to processing of his/her personal data for the purposes of implementing the present Agreement.

### **3. CHANGE OF THE DONATION PURPOSE**

3.1. Changing the purpose of Donation is possible if the circumstances change in such 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 his/her 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 current legislation of the Russian Federation.

4.2. Regulations on the "Hermitage Friends' Club" Special Program (Appendix # 1 to the Agreement) are an integral part of the Agreement.

4.3. The present Agreement shall be considered as signed by both Parties and shall come into force simultaneously with the transfer of the Donation by the Donor through the official website of the State Hermitage Museum upon filling in all web (electronic) forms necessary to arrange the payment, and upon receipt of an electronic confirmation of the Donation.

4.4. The Museum banking details for accepting donations 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