Approved



by the Decision of the Board of Directors

of the Foundation of May 25, 2018. It was put into effect

on May 25, 2018.

#### CHARITY PROGRAM CHARITY CHILD FUND "TOGETHER FOREVER"

#### 1. General Provisions

1.1. This charitable program (hereinafter referred to as the **"Program"**) is a program of the Children's Charitable Fund "TOGETHER FOREVER", established in accordance with the legislation of the Republic of Cyprus, the registration number HE 360750, located at the address: Republic of Cyprus, Limassol, 3041, Gladstone, 30B (hereinafter referred to as the **"Fund"**), implemented with the participation of individuals and legal entities, organizations without the formation of a legal entity and international organizations that share the objectives of the Program and express their readiness to participate in the Program.

1.2. The purpose of the Program is to provide charitable assistance to children under 18 years old, suffering from severe neurosurgical diseases, specified in Appendix No. 1 to this Program. Such assistance may include, inter alia, the organization of examination, treatment, transportation, rehabilitation, legal support and psychological assistance on the basis of leading clinics in Germany, Switzerland, Cyprus and Israel, under the terms of this Program.

1.3. To achieve the goal of the Program, the Foundation carries out the following set of activities:

- i. financing of medical care for sick children, including financing of surgical intervention, the stay of the child in the medical organization, supplies, medical devices and medicines used in connection with the provision of medical care;
- ii. holding activities to collect donations/ attraction of charitable donations from individuals and legal entities, organizations without the formation of a legal entity and international organizations, including from other charitable organizations, their accumulation and expenditure in accordance with the terms of the Program;
- initiation and implementation, together with other charitable organizations, of charitable campaigns and projects aimed at realizing the goals, corresponding to the purpose of the Program and the statutory goals of the Fund, their financing and participation in them in other ways;
- iv. dissemination of information on the activities of the Foundation and the Program, including through participation in exhibitions, seminars, round tables, public awards, charity concerts and other public events that contribute to the achievement of the Program's goal;
- v. carrying out other activities that contribute to the realization of the Program's goal and that do not contradict the applicable law and the Foundation's charter, both independently and jointly with other individuals and legal entities, organizations without the formation of a legal entity and international organizations.
- 1.4. The program is permanent, implemented for an indefinite period, until the Fund makes a decision to terminate the Program and allocate the Fund's funds received for the implementation of the Program by the time it is terminated.

#### 2. Program's participants:

#### 2.1. Program's participants are:

- Fund
- Beneficiaries
- Benefactors
- Volunteers

# 2.2. Fund

# 2.2.1. Fund:

- Defines general principles, uniform rules, procedure and conditions for the implementation of the Program;
- Defines the objectives of the Program;
- Provides overall guidance to the implementation of the Program and ensures its implementation;
- Coordinates the activities of the Program participants;
- Supervises the implementation of the Program;
- Carries out other functions in accordance with this Program and decisions of the management bodies of the Fund.

# 2.2.2. The Fund has the right to:

- To regulate any issues related to the implementation of the Program, by taking appropriate decisions by the governing bodies of the Fund;
- To change the general principles, uniform rules, procedure and conditions for the implementation of the Program, as well as make other changes and / or additions to the Program
- To make changes to Appendix No. 1 ("List of diseases included in the Program: Methods of examination, treatment, services, medical devices necessary for the treatment of the disease included in the Program"), Appendix No. 2 ("Application"), Appendix No. 3 ("List of documents required for the consideration of the Application"); Appendix No. 4 ("Consent of the parent (legal representative) for the processing of personal data"), Appendix No. 5 ("Agreement on the provision of charitable assistance") through the adoption of appropriate decisions by the Fund's management bodies. The relevant changes take effect from the date specified in the decision and apply only to applications registered by the Fund after the relevant change takes effect;
- To send representatives to participate in any activities of the Program;
- Request the necessary information from all Program participants (including documents / copies of documents);
- Refer received from philanthropists targeted donations to any other programs or projects related charitable purposes of the Fund and contribute to their achievement, if called Benefactor particular program or project of the Foundation, or treatment ward of the Fund have been completed, are no longer sold, or no longer in need of funding.

# 2.4. Beneficiaries

- 2.4.1. A beneficiary under the Program may be a child under the age of 18 suffering from a severe neurosurgical disease specified in Appendix No. 1 to this Program, subject to the procedure set out in paragraph 3.2 of this Program.
  - 2.4.2. In exceptional cases, an exhaustive list of which is given in paragraph 3.5. Programs, the Board of Directors has the right to decide on the inclusion of the child in the Program in a special order.
  - 2.4.3. Under the text of the Program, the beneficiary may also be referred to as the Trust of the Fund

#### 2.5. Benefactors.

- 2.5.1. Benefactors can be individuals (citizens of the Republic of Cyprus, foreign countries) and organizations (legal entities registered in Cyprus and abroad, international organizations, organizations without the formation of a legal entity) that share the objectives of the program and are willing to participate in its implementation in the manner and on the conditions specified in this Program, an Information Memorandum for the purposes of charitable donations, decisions of the management bodies of the Fund.
- 2.5.2 The donation made to the Fund by the Benefactor is a voluntary and gratuitous transfer of funds or transfer of ownership of assets that are not cash, without payment of remuneration, which are carried out in the form of a gift.

# 2.6. Volunteers

- 2.6.1. Volunteers may be individuals (citizens of the Republic of Cyprus, foreign countries) sharing the objectives of the Program and expressing a willingness to participate in its implementation in the manner and on the terms determined by this Program, as well as decisions of the management bodies of the Fund.
- 2.6.2. Participation in the Volunteer Program is intended to assist the Fund in its implementation, which can be implemented in the form of preparation and / or implementation / implementation of program activities (projects, actions, etc.).
- 2.6.3. Volunteers carry out activities to assist in the implementation of the Program on a gratuitous basis. The Foundation can pay for volunteers' expenses related to their activities in support of the implementation of the Program.

#### 3. General mechanism of Program implementation

- 3.1 The Program is implemented by:
- 3.1.1. Attracting cash and other property needed to provide charity;
- 3.1.2. Organization of charity;
- 3.1.3. Monitoring and evaluation of the work of the Program;
- 3.1.4. By the Fund executing other actions related to the implementation of the Program.

# 3.2. The procedure for identifying persons who can become beneficiaries under the Program:

3.2.1. The basis for considering the issue of recognition as a beneficiary is the Application for Charitable Assistance (hereinafter referred to as the "Application") (Appendix No. 2), delivered personally to the Fund by a legal representative (parent, adoptive parent, guardian, trustee) of a minor, or in a scanned form mail info@together-forever.fund or by mail to the Fund.

3.2.2. Conditions for inclusion of the child in the Program:

- ✓ The age of the child at the time of submitting the Application should not exceed 18 (eighteen) full years;
- ✓ The disease, in respect of which treatment the Application is submitted, is included in the List of diseases included in the Program (Appendix No. 1);

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- ✓ The prospective method of examination, treatment of the child under the Application is included in the list of methods of examination, treatment, funded by the Program (Appendix No. 1)
- ✓ Medical services and / or medical products for payment are included in the list of medical services and / or products paid for under the Program (Appendix No. 1).

3.2.3. The decision on the Application is accepted only if there is a complete set of documents on the List specified in Appendix No. 3 to this Program. At the same time, the Foundation has the right to request additional information from the applicant, including documents. The volume of additional information, the form and timing of its provision are determined by the Fund.

3.2.4. Applications are considered by the Board of Directors of the Fund as the Applications are received and taking into account the possibility of holding meetings. In exceptional cases, when according to all materials, the treatment is urgent, the Board of Directors of the Foundation has the right to decide on the provision of charitable assistance out of turn.

3.2.5. Following the consideration of the Application, the Board of Directors of the Fund has the right to adopt the following decision:

- on the satisfaction of the Application;

- on the suspension of the consideration of the Application;

- Refusal to satisfy the Application.

3.2.6. In the event that a decision is made to satisfy the Application between the Fund and the Applicant, an Agreement on the provision of charitable assistance shall be concluded (Appendix No. 5).

3.2.7. The decision to suspend the consideration of the Application can be made by the Board of Directors of the Fund if the following information (information) received from third parties, the media, on the Internet or in other legal ways:

- about unreliability of the information provided by the applicant, including documents and / or copies of documents;

- on the presence of other circumstances preventing the recognition of a person as a beneficiary in accordance with the requirements of this Program.

Such Application may be reviewed by the Board of Directors of the Fund on condition that the applicant provides documents confirming the inconsistency of the information (information) indicated in this clause.

3.2.8. The decision on refusal in satisfaction of the Application can be made by the Board of Directors of the Fund in the following cases:

- provision by the applicant of unreliable (inadequate information) information, including documents and / or copies of documents;

- the provision of such charitable assistance does not meet the Foundation's statutory goals and the objectives of the Program;

- in the presence of other circumstances hindering the recognition of a person as a beneficiary in accordance with the requirements of this Program;

- by decision of the Board of Directors of the Fund without explanation.

3.2.9. The decision made on the results of consideration of the Application is made out by the protocol of the Board of Directors of the Fund.

The Fund informs the applicant about the results of the application review by sending a written notice via postal (courier) communication or by e-mail.

3.2.10. Any correspondence sent to the applicant by the Fund shall be deemed to be properly forwarded if sent to the postal address / e-mail address specified in the Application.

In case the correspondence sent by the Foundation has not been properly received by the addressee for reasons beyond the control of the Fund, the correspondence is deemed to have been received by the addressee, and the relevant legal consequences have arisen since the date of the Fund's transfer of such correspondence to the communications organization (courier organization, courier) of the corresponding item by e-mail.

The rule established by this subparagraph shall also apply in cases where the correspondence sent by the Fund was for reasons beyond the control of the Fund, returned by the communications organization (courier organization, courier), or a message was received from the server administrator that the e-mail message was not was delivered to the addressee.

# 3.4. The attraction of funds and other property necessary for the provision of charity assistance is carried out in the following ways:

- Placement of relevant information in the media, the Internet;
- Carrying out charity evenings, charity auctions and other events / actions aimed at attracting funds and other property;
- Organization of a charity lottery;
- Installation of containers (storage boxes) for donations (contributions);
- Direct appeal to potential benefactors;
- In other ways not prohibited by law.

#### 3.5. Organization of charitable assistance

3.5.1. The organization of the provision of charitable assistance to a particular beneficiary is carried out by the Foundation on an ad-hoc basis, based on a combination of specific circumstances (health status of the beneficiary, etc.).

3.5.2. In all cases, the amount of charitable assistance provided to a particular beneficiary depends on the amount of money (other property) received by the Fund from philanthropists for the purpose of providing charitable assistance to the appropriate beneficiary. Also, the Foundation has the right to distribute charitable aid that has been received without address.

3.5.3. The Foundation renders the necessary charitable assistance to the beneficiary by making payments to third parties (medical institutions, supplier companies) for provided medical treatment / rehabilitation services, consumables, medical products and medicines used in connection with the provision of medical care.

3.5.4. Charitable assistance can not be given to the Applicant in the form of cash funds, nor can it be transferred to the personal accounts of the Applicant.

#### 3.6. Providing charity in special cases

3.6.1. In cases of emergencies (including armed conflicts, terrorist acts, natural disasters, environmental and man-made disasters) associated with the need to provide emergency medical care for children, including treatment, purchase of medicines and medical products, rehabilitation, medical transportation, the Board of Directors The Fund has the right to make a decision on the financing of this assistance from the funds of the Program and determine the conditions for granting financing

3.6.2. In case the disease and / or method of treatment of the child are not included in the list specified in Appendix No. 1, assistance to such a child may be provided from the funds of the Program if there is no reason to believe that assistance will be provided from other sources of funding as soon as possible and while the Program has sufficient funds to cover the costs of treatment. In such cases, the decision to include a child in the Program is made by the Board of Directors of the Foundation.

3.6.3. In the event that another charity fund applies for assistance in financing the treatment of a trustee of this fund, and the Program has sufficient funds to cover the costs of treatment for such a ward, the Board of Directors of the Fund has the right to make a decision to finance this assistance from the Program funds and determine the conditions for granting such assistance in a particular case.

3.6.4. In case of emergency situations threatening the life of the Trust Fund, under which the medical organization decided to perform additional research, surgical interventions or other services necessary to provide medical assistance to the Trust of the Fund in excess of those provided for by the Application and the Fund's decision to provide charitable assistance, the Board of Directors of the Fund has the right to decide on the financing of these additional studies, surgical interventions or other services for SC of the Program. The decision is made on the basis of the appeal of the medical organization to the Fund.

# 4. Program financing

4.1. The financial provision of the Program is carried out at the expense of funds received by the Fund from philanthropists for purposes related to the implementation of the Program (both for the purpose of implementing the Program as a whole and for charitable assistance to specific Trusts of the Fund).

4.2. The size of the Program's budget depends on the amount of funding coming from donations from philanthropists.

4.3. According to the decision of the Board of Directors of the Fund, the latter is entitled to transfer funds collected for the implementation of the Program as charitable donations in favor of another charitable organization whose goals and / or charity program correspond to the Foundation's statutory goals.

# 5. Program information

5.1. The Program, its Annexes, as well as the Information Memorandum for charitable donations are to be posted on the Fund's website on the Internet at <u>www.together-forever.fund</u>

# 6. Applicable law

6.1. This Program and its Annexes are governed by the law of the Republic of Cyprus.

6.2. Courts of the Republic of Cyprus have exclusive jurisdiction to resolve any disputes arising from the implementation of this Program.

# 7. List of Annexes

# Appendix № 1 List of diseases included in the Program. Methods of examination, treatment, services,

medical devices necessary for the treatment of the disease included in the Program Together Forever | Charitable Foundation for Children | 30B, Gladstonos Street, 3041 Limassol, Cyprus tel.number: +357 25 355 255 | e.mail: info@together-forever.fund | https://together-forever.fund/ | https://www.facebook.com/togetherforeverfund/ Appendix No. 2 Application

Appendix No. 3 Parent's (lawful guardian's) consent for the processing of personal data of the child in accordance with the general data protection regulation (eu) 2016/679

Appendix No. 4 Agreement on the provision of charitable assistance