

**RULES
of the KELLER Foundation
DETERMINING THE PRINCIPLES OF AWARDING BENEFITS AND PROVISION OF SUPPORT
WITHIN THE STATUTORY OPERATIONS OF THE FOUNDATION**

§1

Whenever these Rules refer to:

1. Foundation – means the KELLER Foundation.
2. Application – means an application of a Beneficiary submitted at the Foundation, regarding provision of support.
3. Agreement – means an agreement entered into by the Beneficiary and the Foundation.
4. Beneficiary – means a natural person or an organisation for the benefit of which funds are collected.
5. Rules – mean this document.

§2

1. These Rules set out the principles for the disbursement of funds for a specific purpose in pursuit of the Foundation's statutory objectives.
2. The Foundation's financial resources are managed on the basis of an annual material and financial plan which sets out the distribution of these resources between the Foundation's various objectives.
3. The material and financial plan shall be drawn up by the Foundation Board in agreement with the Foundation Council.

§3

1. The forms of support are adapted to the specific situation of the Beneficiary and include the following:
 - A. Donation of goods and services.
 - B. Implementation of auctions and collections for the benefit of the Beneficiary.
 - C. Financial assistance.
 - D. Other, as requested, consistent with implementation of the Foundation's statutory objectives.
2. In order to be accepted by the Foundation, benefits and support must be:
 - A. Designed for the Beneficiary.
 - B. Adequate to the situation and needs of the Beneficiary.
 - C. Have a direct positive impact on the Beneficiary's life and/or health and/or financial situation.

§4

1. In order to receive the support referred to in §3 of the Rules, it is necessary to:
 - A. Submit an Application to the Foundation for support. The application should contain the details of the Beneficiary, together with an indication of the reasons for the application and documents proving its legitimacy. The application should be submitted in writing at the Foundation's registered office.
 - B. Attach to the application the required documents proving the validity of the Application.
2. The Foundation's Board shall be entitled to require the Beneficiary to submit additional documents and to submit additional clarifications regarding the legitimacy of the submitted Application in order to ensure the compatibility of the disbursement of financial resources for a specific purpose within the scope of implementation of the Foundation's statutory objectives.
3. The decision to award a benefit and/or provide support within the scope of the Foundation's statutory activity shall be taken by the Foundation Board on the basis of the submitted Application within 30 days from the date of receipt of the Application provided that the Board has received all the necessary information in time/within the deadline.
4. In the event of a positive decision to provide support to the Beneficiary, the Beneficiary shall be obliged to conclude an Agreement with the Foundation.



5. The Beneficiary, having read and accepted the content of the Agreement, shall be obliged to send back the written Agreement signed in duplicate. The Foundation, after receiving a set of documents, shall sign and send back to the Beneficiary one copy and shall implement the provisions of the Agreement between the Foundation and the Beneficiary.

§5

1. The support received by the Beneficiary from the Foundation as defined in §3 of these Rules may only be used for the purpose specified in the Agreement between the Beneficiary and the Foundation. To change the purpose of the support defined in the Agreement, the Beneficiary must obtain the written consent of the Foundation.
2. The Foundation refuses to disburse funds in relation to undocumented expenses. The Foundation may refuse to disburse funds if the submitted documents, including but not limited to accounting evidence, raise doubts concerning their authenticity, factual accuracy and purposefulness of the costs incurred or do not comply in formal terms with the requirements set out in these Rules and in the Act on accounting.
3. If the Beneficiary fails to comply with the provisions of these Rules and if the reasons for which the Foundation provided support to the Beneficiary cease to exist, the Foundation shall have the right to terminate the Agreement with immediate effect.
4. In the event of non-termination of the Agreement and/or in the event of expiration of the Agreement (e.g. due to the death of the Beneficiary), the funds collected will be allocated to the statutory objectives of the Foundation.

§6

1. Due to personal data protection laws, the Foundation does not share donor data with the Beneficiary.
2. These Rules take into account the provisions relating to GDPR and arising from Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L No. 119, p. 1) and the provisions of the Act on personal data protection of 29 August 1997 (consolidated text: Journal of Laws of 2016, item 922, as amended).

§7

1. The Agreement and the Rules shall be governed by the laws of Poland, and any disputes relating to the performance and interpretation of the Agreement and the Rules signed by the Foundation with its Beneficiaries shall be settled by the Polish common court having jurisdiction over the seat of the Foundation.
2. All information about the Beneficiary, including personal and financial data, shall be treated as confidential by the Foundation and shall not be made available to unauthorised persons.
3. In the event that the documents submitted by the Beneficiary for the receipt of benefits or assistance indicate a breach of the law, including in particular attempts to defraud the money, the Foundation is obliged to report this to the competent authorities.
4. All comments, information, appeals, allegations related to the implementation of the Agreement and the Rules should be addressed in writing to: Fundacja KELLER ul. Poznańska 172, 05-850 Ożarów Mazowiecki or by email to the address: FundacjaKeller.pl@keller.com.
5. All amendments to the Rules shall enter into force within 14 days of their publication.
6. These Rules shall come into force on 01.07.2022.
7. In the event of any discrepancy between the Rules and the Agreement, the provisions of the Agreement shall be binding on the Parties.
8. The appendices to the Rules shall form an integral part hereof.

APPENDIXES
SIGNATURES

M. Nowakowski
2.17.2022

Majewski

2.17.2022

Włódkiewicz A.

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SIGNATURES

M. Włodarczyk
R. J. Szwarc

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