

**AMENDMENTS TO THE TERMS AND CONDITIONS OF  
THE UKRAINE DEVELOPMENT TRUST**

**DATED 13 JANUARY 2024**

1. These amendments to the Terms and Conditions of the Ukraine Development Trust dated 12 December 2023, and to the amendments thereto dated 28 December 2023, and to the amendments thereto dated 31 December 2023, amend the aforementioned Terms and Conditions and the aforementioned amendments thereto and to the extent inconsistent supersede them.
2. From time to time the Trustees may apply funds towards assistance to the Ukrainian Armed Forces other than that anticipated in the Terms and Conditions dated 12 December 2023, provided always that (a) funds so applied have been specifically earmarked by identified donors in writing as appropriate to be used for such purposes; and (b) the application of funds in the way proposed to the satisfaction of the Trustees applies in all material respects with Ukrainian laws and English law and the law applicable to any donor.
3. For the purposes of paragraph 2 above the Trustees may in their absolute discretion retain one or more legal advisors to advise them upon legal issues arising out of or in connection with the terms thereof.
4. In the event of the retention of legal advisors within the ambit of paragraph 3 above no funds shall be used other than funds earmarked for purposes related to the assistance in question.
5. No funds to be used for the purposes of the aforementioned assistance within the ambit of paragraph 2 above shall be designated as funds of the Ukraine Development Charity or of the Ukraine Development Charitable Trust.
6. The Trustees may from time to time undertake commercial contracts of consultancy with one or more third parties pursuant to which they may receive commercial levels of salaries or other emoluments arising out of or in connection with the activities of the Trust provided always that the salaries and emoluments are paid not from donor funds but in respect of specific services as specified in said contract(s) of consultancy.
7. Any arrangement associated with paragraph 5 above shall not deploy the accounts or resources or be associated otherwise with the Ukraine Development Charity or the Ukraine Charitable Trust.
8. Records of donors or donations in respect of donations within the ambit of paragraph 2 above will be kept separate from all other records associated with the Trust and will not be made public or disclosed to any parties save pursuant to the order of a court of competent jurisdiction.
9. The Trustees reserve in their absolute discretion either to reject any donations earmarked for the purposes of assistance within the ambit of paragraph 2 above and/or to apply those funds otherwise without consultation with the relevant donor should they in their absolute discretion not consider that appropriate.
10. From time to time the Trustees may appoint a President of the Ukraine Development Trust who shall not be a trustee but shall be a person of high moral standing and whose role shall be not executive but to solicit contributions to the Trust and/other any other associated entity or organisation whether registered or unregistered and also to promote the public relations of the Trust and its activities.
11. The President shall serve at the pleasure of the Trustees and may resign upon immediate notice to the Trustees and the Trustees may likewise remove the President from office upon immediate notice to the President.
12. The Trustees may in their discretion pay the President a stipend in respect of time and/or expenses as they may do themselves and/or other persons working for the Trust provided always that the President shall not be considered an employee of the Trust.