

**UKRAINE DEVELOPMENT TRUST  
TERMS AND CONDITIONS**

1. The Ukraine Development Trust (“the Trust”) is hereby established this 12 December 2023 by Matthew Parish, British citizen, solicitor (non-practising), of Krakivs’ka street 26, Lviv, Lviv Oblast, 79000 Ukraine, email address contact@development-foundation.org, for the purposes of providing nonlethal assistance to the Ukrainian Armed Forces; providing urgent humanitarian assistance in the context of the ongoing war in Ukraine; providing advice and assistance in political, economic, developmental and infrastructure fields; and for other ancillary and related purposes as the Trustee(s) may determine.
2. The operation of the Trust is governed by the laws of England and Wales and the English courts have exclusive jurisdiction in respect of all disputes or other issues arising out of or in relation to the operation of the Trust.
3. The first Trustee shall be the aforementioned Matthew Parish who may appoint such other appropriate Trustees as he may from time to time in his absolute discretion think fit.
4. Where the number of Trustees is an odd number, decisions of the Trust are made by a majority of the Trustees. Where the number of the Trustees is an even number, decisions of the Trust are made by half of the Trustees plus one.
5. A decision of the Trustees is required to remove any Trustee.
6. The Trust is an unincorporated association although by decision of the Trustees the Trust may establish one or more corporate vehicles in one or more jurisdictions for purposes properly pursued by the Trust.
7. The Trustees shall share all relevant information with one-another for the purposes of operating the Trust.
8. The Trustees may apply for charitable or other equivalent status in such jurisdictions as they may consider appropriate.
9. All funds received by the Trust shall be subject to these Terms.
10. Exceptionally, unanimity of the Trustees is required to amend these Terms.
11. The Trustees shall use reasonable endeavours to ensure that administrative overheads involved in running the Trust, including the payment of any stipends to cover living expenses in Ukraine, other reasonable and moderate compensation for time, and other ancillary expenses relating to the operation of the Trust, do not exceed 15% of the funds donated to the Trust.
12. The Trustees shall maintain a list of approved institutions or organisations within Ukraine, not including any public or governmental organisation in Ukraine, to whom funds received may be disbursed. Decisions to add or remove institutions or organisations from the Trust’s list shall be made by decision of the Trustees.
13. Any decision to make a payment to an institution or organisation on the Trust’s list shall be made by decision of the Trustees.
14. The Trust shall undertake its banking in the United Kingdom, using one or more segregated accounts specific for Trust purposes. All such bank accounts shall be disclosed at all times by all Trustees to all other Trustees.
15. The Trustees shall make themselves available to meet either in person or virtually with sufficient frequency to achieve sufficient operation of the Trust.
16. Having regard to the difficulty of making international wire transfers into Ukraine from outside the country, the Trust and the Trustees shall act with the highest standards of financial integrity in all the financial activities they conduct. Where money is to be transferred into Ukraine other than by international wire transfer (that is to say, in virtually every case), meticulous records shall be kept in particular but not only in relation to cash withdrawals and all payments or deposits made in Ukraine all of which shall be receipted and those receipts and all other financial records retained in a fashion that enables any third party inspecting the Trust’s records to ascertain that the highest standards of financial propriety have been met.
17. The Trust shall maintain monthly management accounts and any donor to the Trust who has paid a sum of GBP100 or more in the last three months and who wishes to inspect those management accounts in respect of the last three months is entitled upon written request to do so.
18. For the avoidance of doubt the Trustees shall be entitled from the assets of the Trust to retain such professional advice and/or services as they may consider appropriate for the efficient operation of the Trust and the protection of the interests of the Trustees and the donors and/or to indemnify in whole or in part any Trustee who has suffered loss in consequence of his or her proper participation in the Trust as a Trustee.
19. The Trust and the Trustees shall observe all relevant laws and regulations applicable in any jurisdiction in which they operate.
20. By decision of the Trustees the Trust may cooperate with other organisations entities or individuals with similar or related goals, provided always that the funds of donors held by the Trust are not spent otherwise than in accordance with these Terms and Conditions.
21. Any Trustee may resign as a Trustee by written notice to the Trustees.
22. Should the number of Trustees fall to zero, the Trust is dissolved and the assets of the Trust shall be directed to other similar or related causes as those advanced by the Trust pursuant to these Terms and Conditions as the final Trustee(s) shall decide; in default thereof *Bona Vacantia*.