

## CONSENT AND RELEASE FORM FOR FUNDRAISING CAMPAIGN

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This consent form (“**Form**”) records the consent of the undersigned NGO Founder or Convener or Proprietor (as the case may be), for use and online / digital release of original document(s), statement(s), interview(s), photograph(s), video(s) or any other likeness including any personal information, including names, photos, videos) and/or medical records (the “**Materials**”)/ Funds utilization report relating to the NGO.

### Consent

I, < **Navin Sellaraju Sukumar** > Founder or Convener or Proprietor of < **Railway children India** >, hereby consent to and authorize the use and/or online / digital release of Materials by **Impact Guru Technology Ventures Private Limited**, a company incorporated under the Companies Act, 2013 and having its registered office at 101, Jaisingh Business Centre, 119, Sahar Road, Andheri East, Mumbai – 400099 (hereinafter referred to as “**Impact Guru**” which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns), in relation to hosting and operating an online fundraising campaign Also, < **Navin Sellaraju Sukumar** > hereinafter referred to as the “**Campaigner**” in the parts and subparts of this agreement thereof.

### Declaration and Release

I, **the campaigner**, hereby declare the following:

(i) I, the campaigner agrees the Terms of Use and Privacy Policy provided by Impact Guru for the use of their platform to create a Campaign. I have been able to ask questions about the platform and the Campaign and my participation in the same. I understand that to contribute to the success of the Campaign and to meet its objectives, it is important for Impact Guru to collect the Materials from me.

(ii) I, the campaigner, fully understand that the Campaign may not provide the full amount required for the purposes of the causes of the NGO and agree to pay any (balance) dues to the

< **Railway Children India – Rescue and welfare of Children** >

(iii) My participation in the Campaign and the consent granted herein are voluntary. I have been clearly informed by Impact Guru that in the case that **Impact Guru** wish to terminate this Campaign at any time, they may notify the assigned campaign manager or PoC (point of contact) and that the Campaign will be terminated within 24 (twenty-four) hours of receipt of such notice.

(iv) I, the campaigner, have authorized Impact Guru to make such efforts as may be required for increasing the outreach of the Campaign across all physical and online / digital media including by way of dissemination of Materials to prospective donors to the Campaign and/or on its platform.

(v) ImpactGuru has the discretion to use the funds raised on my the aforesaid campaign(s) on any other patient / any other cause or campaign on the Impact Guru platform in need of funds in the event of funds getting arranged from any alternate organisation, trust, or any other source.

(vi) ImpactGuru will give first preference to the campaigner/NGO for the funds. If there is no further need for funds the campaigner / NGO will be asked to provide alternate cause for the same NGO, the funds will be given for that purpose, and the campaigner / NGO needs to submit documents justifying the utilization of funds sent by Impact Guru.

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(vii) In case there is no further need for the funds the funds will be transferred to any other campaign in need of funds, as per the discretion of ImpactGuru.

(viii) I, the campaigner, hereby agree to share the fund utilisation reports as and when the funds are transferred to NGO account without fail, failing to which ImpactGuru will only do digital marketing for campaigner when they will share funds utilization reports regularly within 15 days' interval. Campaigner shall share Funds Utilization report shared Twice a month in regular interval with ImpactGuru. Holds the right to stop the campaign and may withhold any further transfers to the Campaigner/NGO.

(ix) I, the campaigner, hereby agree to share the utilization receipts, substantial relevant photos and funds utilization certificate with ImpactGuru depicting the areas of fund utilisation, and Impact Guru may use the whole or a part thereof to share to the donors who have contributed to this cause.

(x) In order to receive foreign donations the NGO needs to hold a valid FCRA registration along with the active FCRA bank account.

(XI) ImpactGuru can provide 80G tax benefits to all your Indian donors only if the NGO holds a valid 80G tax certificate.

(XII) If in case the NGO requires ImpactGuru to share the intellectual property such as videos, creative posters, etc. In order to procure the same there will be a standard cost applicable.

### **Commercials:**

Impact Guru has informed me about all the relevant charges involved in my Accelerate campaign. For Accelerate campaign, Impact Guru's Fees are third party marketing costs + 12% of funds raised + 3% payment gateway fees + GST (if applicable). Moreover, an additional per international card transaction fee of \$0.30 will be charged per international credit/debit card transaction, 1% cross border fee for non-US cards, and an international wire fee of US \$ 40 per remittance will apply only if foreign currency has been collected ("Additional Intl. Charges"). However, to maximize social impact, Impact Guru will ensure that by leveraging all sources of funds, the total funds available for transfer will be 76.4% of funds which will then be further adjusted for Additional Intl. Charges (if any) before transfers.

### **Compliance with Terms and Conditions**

In relation to the Campaign, I, the undersigned hereby agree and undertake that:

(i) all Materials and/or any other information provided in relation to the cause for which the NGO is working towards and the financial standing are true, accurate, authentic and credible and accompanied by estimates of the expenses, for the above cause, or other supporting documents;

(ii) in the event of any discrepancy found with any Materials and/or other information as described above, Impact Guru shall have the right to immediately terminate the Campaign and refund all donations to the respective donors;

(iii) Impact Guru will only be liable to transfer funds raised in the Campaign solely to the NGO's bank account and not to the personal account of any individual(s);

(iv) I, the campaigner, have no claims over any funds in excess of the target set out in the Campaign and Impact Guru shall have the right to utilise such funds towards other campaigns;

(v) The campaign will shut down automatically within 24 hours once it has reached goal amount once it has reached the goal amount.

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(vi) the efforts by Impact Guru are only limited to facilitating the campaign and increasing outreach of the Campaign, and that Impact Guru does not guarantee the success of such Campaign or fulfilment of targets set out therein;

(vii) Impact Guru shall not be liable to transfer funds towards the underlying cause of the NGO, unless a satisfactory photo identity proof (such as PAN Card or any other KYC / verification document of the Campaigner) for the purposes of the Campaign is submitted.

(viii) I, the campaigner, hereby, release Impact Guru, its licensees, successors and assigns, from all liability and claims of any nature whatsoever resulting from or connected with this Form or any undertakings provided herein.

(ix) I, the campaigner, understand that this undertaking is given without expiration, and future uses do not require additional permission.

(x) I, the campaigner, my relatives, friends, other trustees, founders, employees or partners of the NGO will not take any action directly or indirectly to harm the reputation of ImpactGuru, its founders, partners, employees, customers or anyone related to Impact Guru.

(xi) I, the campaigner, my relatives, friends, other trustees, founders, employees or partners of the NGO will not talk about Impact Guru, whether positively or negatively, with any journalists or media companies in India or the world including print, magazines, TV, radio, digital, web/internet, or any other form of media/social media, without written consent from ImpactGuru.

(xii) I, the campaigner, my relatives, friends, other trustees, founders, employees or partners of the NGO will not threaten or make any arbitrary claims, which may lead to defamation of Impact Guru or any of its staff or employees – both past and present.

(xiii) I, the campaigner, have read / listened to and fully understood the contents of this Form and, hereby, I consent to and permit the above.

### **Details of Respondent**

Name of Campaigner:

Name of NGO:

National Identity Card Number (PAN / Aadhaar) of Campaigner:

National Identification Number of NGO / Trust:

Signature / Thumb Impression:

Date:

Place:

Attached Document:

Aadhaar Card No. / Relevant ID No.:

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