

## TERMS AND CONDITIONS FOR NGOs

### 1. APPLICATION AND ACCEPTANCE OF THESE TERMS:

- 1.1 These Terms and Conditions (“**Terms**”) are entered into by and between you (“**NGO**”) and AIDBEES Corporate Private Limited (“**Company**”) which owns the website <https://tcs10k.aidbees.org> (the “**Platform**”). It governs your access to and use of every content, functionality or services offered on or through the Platform.
- 1.2 Aidbees is the philanthropy partner to the **The Tata Consultancy Services World 10K Bengaluru** Run in the city of Bengaluru organized by Procam International Pvt. Ltd. (“**Procam**”) usually in the month of April/May each year, presently called the ‘TCS World 10K Bengaluru’ (“**Event**”). Platform offers payment gateways to facilitate transaction of donations by participants of the Event to various NGO / Civil Society NGO registered with the Platform.
- 1.3 The Company has launched a Platform to channelize resources, funds and from its viewers and users to Non- Governmental NGO across India. This platform offers payment gateways to facilitate transaction of funds for NGO / Social Service NGO for the Event.
- 1.4 Please therefore read these Terms carefully before using the Platform. By registering with the Platform, you accept the present terms and conditions and undertake to abide by the same. You further agree to be bound and abide by these Terms and our **Privacy Policy**, found at [tcs10k.aidbees.org](https://tcs10k.aidbees.org), and **Philanthropic Structure** found at [tcs10k.aidbees.org](https://tcs10k.aidbees.org) incorporated herein by reference. You further agree that you have read and understood the **Terms of Use for Users** found on the website.
- 1.5 The **Philanthropy Structure** and **Privacy Policy** as available on the Platform and as amended / updated from time to time forms an integral part of present Terms.
- 1.6 By accepting these Terms, you are desirous of entering into an arrangement with the Company in order to utilize the Platform of Company for receiving Donations;

## 2. DEFINITIONS AND INTERPRETATIONS:

### 2.1 Definitions

2.1.1 “**Applicable Law**” or “**Law**” means the applicable law of India and includes any statute, law, regulation, ordinance, rule, judgment, notification, order, judgment, decree, ruling, writ, bye-law, government approval, directive, guideline or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any governmental authority, court, arbitration body or panel or any quasi-judicial body having jurisdiction over the matter in question, whether in effect as of the date of these terms or thereafter;

2.1.2 “**Business Day**” means any day of the year other than a Sunday or a national holiday in the Territory;

2.1.3 “**Cause**” means the details of the NGO and any updates or modifications thereto provided by the NGO to the Company for the purposes of publication of the same on the Platform or any other place in order to enable the Donors, to make Donations.

2.1.4 “**Confidential Information**” means any of the Parties’ proprietary information, technical data, trade secrets, web-design, app-design, programme, software, know-how, including, but not limited to, reports, research, fundraising plans, services, individual donors lists, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, teaching material, education content or other information relating to the Donor or Donation which the Company or Donor might to the NGO either directly or indirectly.

2.1.5 “**Donations**” means the amount of money paid by any Donor to the NGO through the Platform of the Company or due to registration of the NGO on the Platform or due to the Event;

2.1.6 “**Donor**” means any person or corporate or association who makes a Donation to the NGO.

2.1.7 **“Intellectual Property Rights”** means collectively or individually, the following worldwide rights relating to Intellectual Property, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired: (i) patents, patent disclosures, patent rights, know-how, including any and all continuations, continuations- in part, divisions, reissues, re-examinations, utility, model and design patents or any extensions thereof; (ii) rights associated with works of authorship, compositions including without limitation, copyrights, copyright applications, copyright registrations; (iii) rights in trademarks, trademark registrations, and applications thereof, trade names, service marks, service names, logos, or trade dress; (iv) rights relating to the protection of trade secrets and Confidential Information, API integration, business information and secrets, financial information, database rights, rights in encryption information/ data, technical data etc.; and (v) internet domain names, internet and world wide web URLs or addresses; (vi) mask work rights, mask work registrations and applications therefore; and (vii) all other intellectual or proprietary rights anywhere in the world including rights of privacy and publicity, whether or not requiring registration and whether or not such registration has been obtained;

2.1.8 **“Intellectual Property”** includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, jingles, compositions, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, source-code, object code, software, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, data, documents, instruction manuals, records, memoranda, notes, user guides or any written or verbal instructions or comments; in either printed or machine-readable form, whether or not copyrightable or patentable.

2.1.9 **“NGO”** shall be a Civil Society NGO having charitable purpose and registered under The Indian Trust Act, 1882, Societies Registration Act, 1860 or under Section 8 of Companies Act, 2013 which have registered themselves with the Platform in accordance with present Terms.

2.1.10 **“Payment Gateway Charges”** means the fee/charges to be paid to any

person / NGO appointed by the Company for providing services of online payment gateway in accordance with these Terms.

2.1.11 **“Platform”** means the Company’s software, application, website or any other means of collecting Donations from the Donors during or prior to the Event including any customizations, modifications, updates and derivatives from time to time;

2.1.12 **“Platform Charge”** means the amount to be paid by the NGO to the Company in accordance with these Terms as quantified in Schedule A annexed herewith against the Donations received by the NGO through the Platform of the Company.

2.1.13 **“Registration Charges”** means the registration fee charged by the Company(aidbees) from an NGO for registering itself on the Platform in order to enable itself to receive Donations.

## **2.2 Interpretations:**

In these Terms, unless the context otherwise requires,

- (i) The terms referred to shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meaning ascribed to them under the relevant statute/legislation.
- (ii) Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of these Terms) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
- (iii) Any reference to a contract or other document as of a given date means the contract or other document as amended, supplemented and modified from time to time through such date.
- (iv) Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- (v) Headings, subheadings, titles, subtitles to clauses, sub clauses and paragraphs are for information only and shall not form part of the operative

provisions of these Terms or the annexure hereto and shall be ignored in construing the same.

- (vi) The terms “hereof” “herein” and “herewith” or similar expressions used in these Terms mean and refer to these Terms and not to any particular clause of this Online Payment Terms and Conditions.
- (vii) Unless otherwise specified in a particular case, reference to days, months and years are to calendar days, calendar months and calendar years, respectively.
- (viii) Any reference to “writing” shall include printing, typing, and other means of reproducing words in visible form as stipulated in these Terms and shall include electronic mails.
- (ix) The words “include” and “including” are to be construed without limitation unless the context otherwise requires or unless otherwise specified.

### **3. REGISTRATION**

- 2.1. In order to receive Donations from the Platform, each of the NGO is required to register itself on the Platform in accordance with the present Terms.
- 2.2. Each of the NGO is required to pay a sum of Rs. 9500/- (INR Nine Thousand Five Hundred Rupees Only) (inclusive all) to the Company at the time of applying for registration on the Platform as Registration Charges.
- 2.3. Along with other information as sought for during registration, NGO shall also be required to provide a copy of the following documents:
  - (i) Certificate of registration of the NGO (having charitable purpose and registered under The Indian Trust Act, 1882, Societies Registration Act, 1860 or under Section 8 of Companies Act, 2013)
  - (ii) Trust Deed/Memorandum of Association
  - (iii) Renewed 12A registration certificate under the income tax. If not available please share the existing one.
  - (iv) PAN Card
  - (v) Last 3 years audited annual accounts including auditor's report (FY 2021-22, FY 2022-2023, FY 2023-24). This should include (Auditors report/Statement of Particulars, Form 10B, Balance Sheet, Income & Expenditure

- (vi) Form 10B (FY 2021-22, FY 2022-2023, FY 2023-24). It needs to be physically/digitally signed
- (vii) ITR Acknowledgement FY 2021-22, FY 2022-2023, FY 2023-24.
- (viii) Cancelled cheque
- (ix) Address proof
- (x) CSR Form Fund
- (xi) Utilisation Form from returning NGOs

2.4. Upon submission of the required documents along with registration fee, the Company shall verify the documents so submitted that post verification of the documents, the NGO shall be registered on the Platform. Your registration will only be completed once you have submitted all the relevant information and documents and have paid the initial registration fee.

2.5. The Company reserves sole discretion on acceptance or rejection of any request for registration on the platform without assigning any reason whatsoever.

2.6. The Company shall not be liable to make nor has assured to the NGO any minimum, assured, monthly or any other kind of payment or Donation to the NGO. There are chances that even after registration of NGO and payment of Registration Fee, the NGO does not receive any Donation. The NGO undertakes that it is doing the registration and paying the Registration Fee at its own risk and cost.

2.7. The Company reserves its rights to cancel the registration of any NGO at any time without assigning any reason and refund the registration amount upon cancellation of such registration. In the event of cancellation, the NGO shall not be entitled to receive any Donation from through the Platform.

#### **4. NGO PAGE**

2.8. Upon registration, the NGO shall be provided a login password to access their page on the Platform (“**NGO Page**”).

2.9. The NGO Page shall contain all the Donation related information which the NGO may access through their login credentials.

2.10. The NGO shall be responsible for any unauthorized access to the NGO Page through their login credentials and shall be responsible for their password protection.

## 5. DONATION/ CONTRIBUTION

- 2.11. All Donations made to the NGO on the Platform by the Donors will be credited directly to the bank account of the NGO after deduction of the Platform Charges, Payment Gateway Charges, and taxes (as applicable) and other charges in accordance with **SCHEDULE A** of these Terms.
- 2.12. All donations received on and before 31<sup>st</sup> March 2025 will be considered to be forming part of FY 2024-2025. All donations received on and after 1st April, 2025 will fall into FY 2025-2026.
- 2.13. The NGO receiving Donations shall be responsible for providing the Certificate of Donations in Form 10BE of the Income Tax Act, 1961 or any other Applicable Law to each of the respective Donors by 15<sup>th</sup> May, 2025.
- 2.14. The Company has not provided any assurance pertaining to minimum Donation which the NGO might receive through the Platform.
- 2.15. It is expressly agreed between the Parties that the Company shall not have any role or control in the manner in which the Donation is utilized by the NGO.
- 2.16. The NGO acknowledges the NGO is a separate entity completely distinct from the Company and that the Company does not have any knowledge or control over affairs of the NGO. Any liability whether civil or criminal, arising due to utilization of the Donation or by the NGO shall be exclusively of the NGO. NGO further recognizes that the Company does not have any knowledge regarding the utilization of the Donations so received by the NGO.
- 2.17. During the formation of the teams by the corporates, the NGO must inform the respective corporate company about the team sizes, as mentioned below. Team size increase is allowed at a cost of INR 10,000 per person with maximum 5 members. After 5 members, the team size will fall into the next category. Please refer to the team sizes in the Philanthropy Structure.
- 2.18. NGO shall remit a percentage + GST funding received by the NGO from the Corporate contribution & allocations as service charges. In addition to the other legal action the Company may take against the NGO for failing to do so and without prejudice to any of the rights of the Company, the respective corporate team shall be not eligible for the corporate privileges of the Event.

2.19. All the Donations / Contributions are **Non-Refundable**.

2.20. No foreign Donations are allowed on the corporate page or an individual page on the website.

2.21. Individuals can undertake crowdfunding and donate for an NGO of its choice at the back of TCS World 10K Bengaluru 2025 only through aidbees, and not directly nor through any other crowdfunding platform. Funds received by NGOs directly will not be considered as funds raised through the event.

2.22 All contributions made by the corporate will be offline via cheque/DD and not directly on the corporate page of the aidbees website.

## **6. CHARGES:**

6.1 The Platform Charges payable by the NGO to the Company for the Donations received by the NGO is set forth in **SCHEDULE A** hereto. In addition to the payment of Platform Charge, the NGO shall also be liable to pay Payment Gateway Charges, taxes and other charges to the Company as mentioned in the Schedule A which shall be deducted directly from the Donation amount. The NGO shall receive the amount after deduction of the aforesaid from the Donation.

6.2 Upon Donor making any Donation through the Platform of the Company, the Donation shall be credited directly to the bank account of the NGO/ NGO after deduction of the Platform Charges, Payment Gateway Charges, taxes and other charges as mentioned in the Schedule A

6.3 The Charges shall be deducted from the Donations and shall be credited directly to the account of the Company.

6.4 It is clarified that the Payment Gateway Charges and other charges / taxes shall be levied from the date of acceptance of these Terms in accordance with this Online Payment Terms and Conditions. The Payment Gateway charges shall be payable on actual basis and may be subject to change by the Payment Gateway service provider.

6.5 It is further agreed that the NGO is not a consumer of the Company nor the



Company a service provider to the NGO within the meaning of Consumer Protection Act, 2019.

## 7. CONTENT :

7.1 The content, and any update thereto, to be published on the Platform of the Company regarding any NGO shall be provided and delivered by the NGO to the Company electronically via email, or by other means as mutually agreed between the parties (hereinafter referred to as “**Content**”).

### 7.2 Responsibility of the contents of the Content

- (x) The NGO hereby assumes the entire responsibility of the Content provided by the NGO to the Company. The NGO shall be solely responsible for any false, misleading, incorrect, illegal, unauthorised or prohibited content in the Content.
- (xi) The NGO acknowledges that the Company shall not verify, validate or authenticate the contents of the Content provided by it and the Company shall in no way be responsible for correctness or legality of the same. The NGO further assures the Company that the contents of the Content provided can be published by the Company on its Platform and that there is no legal impediment in the said publication.
- (xii) The NGO hereby expressly undertakes that it shall be solely liable for any legal action initiated against the Company due to publication of the Content provided by it in the Platform of the Company.
- (xiii) The NGO shall also indemnify the Company in case of any loss / liability / damage incurred by the Company due to the publication Content of the NGO in the Platform of the Company.

7.3 The Content of the NGO as well as the name and logo of the NGO shall be used by the Company on the Platform of the Company and on any other material, merchandise advertisement, media etc for the purposes of receiving donations without any separate permission of the NGO.

## **8. OTHER TERMS**

8.1 Upon registration of an NGO on the Platform, the Company shall publish Contents of the NGO on the Platform.

8.2 NGO/ NGO with longer names must provide a usable acronym of five characters or less for use in media collateral.

8.3 NGO must provide a 5MB high resolution logo to the Company which the Company may use on its Platform and other media and advertisement for the purposes of collecting Donations. In case the logo is not provided by 5<sup>th</sup> April 2025, the company will use the NGO name in its correspondence.

8.4 NGO with a team strength of 50 or more shall be provided not more than two event accreditation. The NGO will have to provide a copy of the Aadhar card of each team member.

## **9. RESPONSIBILITIES:**

### **9.1 Of the Company:**

Subject to the other terms of these Terms and Conditions, the Company agrees to perform the following obligations:

(i) Remit the Donations received by the NGO directly to the bank account of the NGO through the Payment Gateway after making deductions as provided in Schedule A. However, the Company shall not be responsible for making any additional payment to the NGO under any head. Liability of the Company shall be confined to channeling the Donations directly to the account of the NGO.

(ii) Maintain a record of all the Donations received by the NGO on the Platform of the Company.

### **9.2 Of the NGO/ NGO:**

Notwithstanding anything else contained in this Agreement, the NGO additionally agrees to perform the following obligations:

(i) The NGO shall intimate the Company its bank account details in which it wants to receive Donations from the Platform of the Company.

- (ii) The NGO shall ensure that the Donations are not utilized for any illegal and unlawful purposes.
- (iv) The NGO shall provide only true, correct and legitimate content for the Content to the Company and take complete and sole responsibility for the consequences of publication of such Content on the Platform of the Company.
- (v) The NGO hereby gives its consents and shall extend all reasonable assistance for deduction of charges mentioned in Schedule A of these Terms.
- (vi) The receipt of any Donation made by the Donor shall be issued by the Payment Gateway directly to the Donor.
- (vii) The NGO receiving Donations shall be responsible for providing the Certificate of Donations in Form 10BE of the Income Tax Act, 1961 or any other Applicable Law to each of the respective Donors by 15<sup>th</sup> May, 2025.
- (viii) The NGO at its sole discretion may open / designate a bank account exclusively for the purposes of transactions under these Terms and intimate the details of the same to the Company.

## **10. CONFIDENTIAL INFORMATION:**

- 9.1. The NGO agrees, that post registration on the Platform and for a period of 10 years thereafter, to hold in strictest confidence and not to use, except as required by law, or to disclose to any person, firm, or corporation any Confidential Information received regarding the Company, Donors or Donation without the prior written authorization of the Company.
- 9.2. At the request of Company, the NGO must promptly return all copies of Confidential Information received from such Company, and must promptly destroy all other Confidential Information prepared by it in connection with these Terms, including, without limitation, any notes, reports, or other documents.

## **11. REPRESENTATIONS AND WARRANTIES:**

1.1. NGO represents and warrants to the Company as follows:

1.1.1. NGO has full power, authority, and right to perform its obligations under these Terms. That there is no legal impediment on either Party in entering into these Terms.

1.1.2. These Terms are legal, valid, and binding obligations of the NGO, enforceable against it in accordance with its terms.

1.1.3. NGO has made full disclosure to the other with regard to any facts and circumstances which might affect these Terms or the performance thereof.

1.1.4. The NGO agrees and hereby grants its consent for direct deduction of charges as stipulated in Schedule A. The NGO is agreeable that it shall receive Donations after deduction of the aforesaid.

1.1.5. The NGO shall notify the Company of any changes to its Constitution / working / procedures / mandate etc affecting the Company's rights and obligations under these Terms at least 30 days prior to implementing such changes.

1.1.6. The NGO shall provide such other assistance to the Company as it deems reasonable and appropriate.

1.1.7. The NGO shall immediately inform the Company of any legal action taken or proceedings initiated against the NGO which might have any effect and bearing on the rights and liabilities of Parties under these Terms.

1.1.8. The NGO acknowledges that neither the Company nor the Donor shall do any due diligence / audit with regard to use of Donations by the NGO nor would the Company have any knowledge about the working of the NGO. All liabilities arising out of working the NGO and utilization of Donations by it shall rest solely on the NGO to the exclusive exclusion of the Company and the Donors.

1.2. The Company hereby represents and warrant to the NGO as follows:

1.2.1. The Company is a for-profit company registered under the Companies Act, 2013.

1.2.2. The Platform shall be formed in accordance with and shall not violate any applicable laws, rules, or regulations, and the Company shall obtain all permits or permissions required to comply with such laws, rules, or regulations.

1.2.3. The Company shall also not give any representation or assurance on part of the NGO to the Donors about the manner in which the Donations would be used by the Company. Any such representation shall be limited to the Content provided by the NGO.

## **12. INTELLECTUAL PROPERTY:**

12.1 The NGO hereby authorizes the Company to use its trademark, logo, design, name or any other intellectual property to be published on its Platform, media, advertisement, pamphlet, hoarding, board or any other place the Company may deem fit for the purposes of Event.

12.2 The NGO represents to the Company and unconditionally guarantees that all text, graphics, photos, designs, trademarks, hyperlinks, or other content is owned by the NGO, or that the NGO has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify, and defend the Company and its subcontractors from any liability (including attorneys' fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the NGO. The NGO further represents to the Company that any domain name or URL listing for any Content does not infringe, dilute or otherwise violate third-party rights or trademarks.

12.3 All text, graphics, photos, designs, trademarks, service marks, trade names, hyperlinks, or other content provided by the NGO, are the sole property of

the NGO, and the Company shall have no ownership or other intellectual property rights in or to such items. However, the NGO hereby grants permission to the Company to use the intellectual property of the NGO to the extent required for the Event. The NGO also permits the Company to use its intellectual property for the purposes of promoting and advertising the Platform and Event.

12.4 All text, graphics, photos, designs, trademarks, hyperlinks, or other content on the Platform except those provided by the NGO are the property of the Company and the NGO has no ownership rights or other intellectual property rights in or to such items. Without the prior written consent of the Company, the NGO will not use or mention the Company's name, or publish or distribute any materials provided or licensed to the Company, for any purpose not specified in these Terms.

### **13. DATA PROTECTION**

13.1 The NGO shall strictly comply with the Privacy Policy of the Platform as and where applicable to the NGO.

13.2 The NGO shall not share or disclose any information regarding the Donation or the Donor to any third party except when required due to force of law.

13.3 The NGO shall retain the personal data of the Donors only for as long as necessary to fulfill the purposes the said data is collected for.

### **14. INDEMNIFICATION:**

14.1 The NGO shall indemnify and hold harmless the Company and its officers, members, managers, employees, agents, contractors, sub-licensees, affiliates, subsidiaries, successors, and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judicial / non-judicial / quasi-judicial orders, including, without limitation, attorneys' fees and disbursements (collectively, the "**Claims**") that any of them may suffer from or incur and that arise from (i) any negligence or misconduct of the NGO connected with the NGO duties under these Terms, or (ii) the NGO's breach

of any of its obligations, agreements, or duties under this Terms (iii) misuse of Donations received by the NGO (iv) Publication of Content or Intellectual Property of the NGO by the Company.

#### **15. NATURE OF RELATIONSHIP:**

Nothing in these Terms shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other.

#### **16. FORCE MAJEURE:**

16.1 If the performance by either Party of any of its obligations hereunder is in any way prevented, interrupted, hindered or delayed directly or indirectly due to a fire, earthquake, flood, epidemic, strike, lockout, labour controversy, riot, civil disturbance, war, civil commotion, act of God, act of terrorism, court order, internet shutdown, pandemic, power outages, equipment or transmission failure or any other cause that is reasonably beyond the control of such Party (“**Force Majeure Event**”), the due date of performance of the affected Party’s obligation under these Terms shall be extended until the effect of such a Force Majeure Event has ceased.

Provided that the Party so affected shall use its best efforts to mitigate, avoid or remove such cause or non-performance and to restore performance to normal level as reasonably quickly as possible whenever such causes are removed. The affected Party, which has been prevented from performing the obligation, shall notify the other Party of the Force Majeure Event forthwith. The affected Party shall not be liable for any breach or non-observance of these Terms on account of any circumstance beyond its control.

#### **17. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION:**

17.1 The Parties agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they shall make all attempts to resolve all differences however arising out of or in connection with these Terms by amicable settlement and discussion, failing which by Arbitration.

17.2 In the event the Parties fail to settle disputes amicably under this Clause within

a period of 60 (Sixty) days from the date a Party receives a notice of a dispute, the Parties shall submit all disputes and differences howsoever arising out of or in connection with these Terms including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations, to arbitration as per the provisions of the Arbitration and Conciliation Act, 1996. Any disputes arising out of these Terms shall be decided by a sole arbitrator appointed by the mutual consent of both the Parties in writing, failing which in accordance with the terms of Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be Mumbai. The language of the proceedings shall be English. The Arbitrator shall pass a reasoned award in writing and the award by the arbitrator shall be final and binding on the Parties. Provided however, nothing contained in this Clause shall be deemed to prevent a Party from approaching a court of competent jurisdiction at Mumbai for seeking interim relief prior to or pending arbitration.

17.3 The arbitrator shall be entitled to award costs of the arbitration. Subject to the aforesaid, each Party to any arbitration shall bear its own expense in relation thereto, including but not limited to such Party's attorneys' fees and the expenses and fees of the arbitrator shall be borne equally by the parties to the dispute.

17.4 Subject to the above, the Courts of Mumbai, India shall have exclusive jurisdiction on the matters arising from or in connection with these Terms, without regard to the principles of conflicts of laws. These Terms shall be governed by and construed under the laws of India.

## **18. NOTICE:**

18.1 Any notice or other communication given pursuant to these Terms must be in writing and: (a) sent by electronic mail transmission and (b) sent by registered mail with acknowledgment due, postage prepaid, as follows:

**If to Aidbees Corporate Private Limited:**

Address: C-503, Floor-5, Plot-833A, C Wing, Falcon, Castle,  
Senapati Bapat Marg, Elphinstone, Mumbai,  
Mumbai

City, Maharashtra, India, 400013

Attn: Zamrooda Khanday

E-mail: zamrooda@aidbees.org



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## **SCHEDULE A**

**The NGO/ NGO shall be liable to make the following payments to the Company:**

### **1. All donations will be received by the Company**

#### **● PAYMENT GATEWAY CHARGES:**

- Terms and conditions as put out by aidbees at the time of NGO registration, and the event rules and regulations, will be applicable to all NGOs registered with aidbees for the 2025 edition of TCS World 10K Bengaluru.
  - Service charges of **3.54% (aidbees service charges)** and **2.5% approx payment gateway charges** will be levied on every donation made online (on the various NGO pages on [tcs10k.aidbees.org](https://tcs10k.aidbees.org)), or offline (vide cheques/DD/NEFT). Cash will not be accepted by aidbees.
  - Donations made will be directly transferred to the NGOs' account, after deducting the service charges above, via the payment gateway; aidbees will not hold any donations in their bank account.
  - aidbees will forward all legally required details of donors to respective NGOs within 15 days of the donations made.
  - Donations made will not be refunded for reasons whatsoever.

### **2. Fielding a Corporate Team.**

At TCS World 10K Bengaluru 2025, companies can choose to field corporate teams

of following sizes, and make respective upfront (non-refundable) contributions in favour of chosen NGO.

	<b>Non-refundable contribution</b>	<b>No. of employees a company can field</b>
<b>Team 10</b>	INR 1,50,000	Upto 10 employees
<b>Team 25</b>	INR 3,50,000	Upto 25 employees
<b>Team 35</b>	INR 4,50,000	Upto 35 employees
<b>Team 55</b>	INR 6,50,000	Upto 55 employees

Please Note,

- If any corporate wants to increase the team size apart from the above mentioned categories, it can add a maximum of 5 members to the team and have to pay an upfront contribution of INR 10,000 for each member added to the team.
- NGOs supported by companies and fielding Corporate Teams, are required to pay to aidbees a percentage (incl. GST) of the upfront contribution, as service charge.

The amounts mentioned above do not include the event run registration fees for individual team members. These need to be paid additionally, depending upon the race category chosen by individual team members, to the event promoter (via cheque/ DD/ Bank Transfer) in favour of '*Procam International Pvt. Ltd.*'. The applicable run registration fees must be paid to Procam on or before Wednesday, 5th April 2025 or the deadline announced at the time and it will be over and above the service charges retained by aidbees.

#### **4. Donation Structure of First Party for the participating NGO**

For NGO registration with aidbees INR 9,500/- including GST
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For Corporate Team participation  
(payable to aidbees by respective  
NGOs)

- Team 10 INR 17,700 (10%+ GST of INR 1.50 lakhs of upfront contribution)
- Team 25 INR 41,300 (10%+ GST of INR 3.50 lakhs of upfront contribution)
- Team 35 INR 51,507 (9.7%+ GST of INR 4.50 lakhs of upfront contribution)
- Team 55 INR 74,399 (9.7%+ GST of INR 6.50 lakhs of upfront contribution)

For all donations (online and offline) **3.54% (aidbees service charges)** and **2.5% approx payment gateway charges**

For Young Leader and Kindness  
fundraiser categories

aidbees in addition to the **3.54% (aidbees service charges)** and **2.5% approx payment gateway charges** against donations made as above.

There is no amount retained/charged by

By accepting these Terms, the Parties agree to comply with all of the requirements contained in this Schedule A.