

Online Giving Foundation (India) Information Package

Congratulations on enabling Online Giving Foundation (India) or OGF (India) for your company's giving or grantmaking program! This information package provides the Accounts Payable team of your company with all the relevant details required to set up OGF (India) in your AP systems. In this package you will find organizational and banking information for OGF (India), a sample Donation Report, as well as answers to frequently asked questions.

Important Note for Accounts Payable:

Your company is requested to set up OGF (India) as a payee to enable payment of donations committed through your employee giving and/or corporate grantmaking programs. Please note that Benevity will typically send Donation Reports monthly on behalf of the Foundation, and payment must be received by the Foundation by the 15th of each month. The Donation Reports will look like invoices to enable ease of payment; however, they are not traditional vendor invoices for goods or services. Donation Reports summarize the giving activity in your company's CSR program during the preceding month, and expedient payment is required to fund the donations and enable disbursement to your company's chosen nonprofits in a timely manner. Late payments will delay nonprofit disbursements and can impact the engagement and success of your company's program.

Most clients will have a different process for handling charitable donations versus for-profit vendor payments and you may need to create a process to ensure your donations can be disbursed effectively. If you have any questions, please contact help@benevity.com.

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The Online Giving Foundation in India is a Charitable Trust, registered in India dedicated to improving the connection between donors and charitable organizations in India. Together with our service provider Benevity, Inc., we're working to advance the charitable landscape by reducing the costs and overhead of donation processing through aggregation, automation and outsourcing.

OGF (India) is a charitable public trust registered under the *Maharashtra Public Trusts Act, 1950* that has obtained Certificate under Section 80-G of the *Income Tax Act, 1961* no. AAATO4962FF20160, dated 09.24.21. Its PAN is AAATO4962F.

Website

<https://www.indiaogf.org/>

Payee Setup Information

Benevity partners with registered charitable organizations to consolidate and disburse funds to nonprofits based on donor advice provided. All donation requests made by Benevity are on behalf of their Foundation partners and therefore are to be paid to and will be received from OGF (India), among others.

Payment Terms

Within Benevity's disbursement model, donations made during one month are disbursed by the end of the following month. To ensure donations can be delivered to your company's chosen nonprofits within that timeframe, the Foundation requires funding by the 15th of each month. Please note, this means the funds must be received by the Foundation by the 15th; as such, we recommend setting your payment terms to Net 0 or making sure the funds are transferred several days prior to the 15th in order for them to be received by the Foundation by the 15th of the month in time for that month's disbursement cycle. Payments received after the 15th will be delayed being sent to chosen nonprofits (they will not be sent until the next monthly disbursement cycle). Please account for the impact of any internal approval processes when determining your Payee setup.

It is paramount that the invoice number (as it appears on your Donation Report) or payroll period name be included in the bank memo/reference field (if your bank provides this option) and when sending remittance notifications to remittance@benevity.com. Any payment we receive that we cannot associate directly to a Donation Report can result in disbursements being delayed for that month.

Charitable Organization Information

Legal Name:	Online Giving Foundation
Payable To:	Online Giving Foundation
Address:	Shop No 206, Level 1, Raghuleela Mall Vashi
City:	Navi Mumbai
Country:	India
State/Province:	Maharashtra
Postal Code:	400703
Registered Charity #:	48112
Permanent Account #:	AAATO4962F
Contact Name:	Jared Soares
Title:	Foundation Administrator
Email:	info@indiaogf.org
Remittance Email:	remittance@benevity.com (no reply email)
Invoice Inquiries:	help@benevity.com

Banking Information

Accepted Methods:	Electronic Only
Required Currency:	INR
Bank Name:	CitiBank
SWIFT Code:	CITIINBXBLR
IFSC:	CITI0000004
Account Currency:	INR
Bank Account #:	539084003
Bank Address:	5, Ranga Complex, MG Road, Bangalore 560001
City:	Bangalore
State/Province:	Karnataka
Postal Code:	560001
Country:	India

Bank Certificate



Global Subsidiaries Group
3rd Floor, Ranga Complex,
M G Road, Bangalore 560001

BANK CERTIFICATE

12.05.2021

ONLINE GIVING FOUNDATION

Dear Sir,

We are pleased to inform you that we have allocated the below account for your company and the same would be activated on completion of necessary documentation. It gives us great pleasure in welcoming you to the banking services of Citibank NA.

ACCOUNT NUMBER	ACCOUNT TITLE	CURRENCY
539084003	ONLINE GIVING FOUNDATION	INR

Also we hereby confirm the below details to be used for account transactions.

Bank Name : Citibank
Swift Code : CITIINBXLRL
IFSC Code : CITI0000004
Bank Address : 5, Ranga Complex, MG Road, Bangalore 560001
City : Bangalore
State/Province : Karnataka
Postal Code : 560001


Yours faithfully
For Citibank, N.A.



For CITIBANK, N.A.
M. PARAMASIVAM
DIRECTOR
Emp. No: 72567

Authorised Signatory

12 AA Certificate



**Office of the
COMMISSIONER OF INCOME TAX (EXEMPTIONS)
617, 6th Floor, Piramal Chambers, Lalbaug, Mumbai - 400 012.**


ORDER UNDER SECTION 12AA(1)(b)(i) OF THE INCOME TAX ACT, 1961


Name & Address of the Trust: **ONLINE GIVING FOUNDATION
Shop No. 206, Level 1, Raghuleela Mall
Vashi
Navi Mumbai-400 703**

P.A. No. : **AAATO 4962F**

The above trust has been constituted by a Trust Deed dated **18.05.2015**. The Trust has been registered with the Asst. Charity Commissioner, Thane on **07.09.2015**, vide registration No. **E-9436/15/T (Thane)**. It has filed an application for registration u/s. 12A(a) of Income Tax Act, 1961 in the prescribed Form No.10A on **06.10.2015**. After considering the materials available on record, the applicant trust is granted registration w.e.f. **A.Y.2016-17**.

2. No change in the terms of Trust Deed of the Trust shall be effected without due procedure of law i.e. by order of the jurisdictional High Court and its intimation shall be given immediately to this office. The registering authority reserves the right to consider whether any such alteration in objects would be consistent with the definition of "charitable purpose" under the Act and in conformity with the requirement of continuity of registration.
3. The name of the Trust/Institution has been entered at **No.48112** in the Register of Applications u/s. 12A(a) of the Income Tax Act, 1961 maintained in this office.
4. The registration u/s.12AA of the I.T. Act, 1961 does not mean that the Trust/Institution is automatically entitled to exemption. The right to exemption shall be examined and decided upon by the Assessing Officer (A.O.) with reference to the activities undertaken, compliance with various statutory and other requirements, etc. on year to year basis, without prejudice to the fact of grant of mere 'in-principle' registration by this Order.
5. The registration u/s.12AA of the I.T. Act, 1961 does not automatically confer any right on the donors to claim deduction u/s.80G.
6. The registration so granted is liable to be cancelled at any point of time, if the registering authority is satisfied that activities of the Trust/Institution are not genuine or are not being carried out in accordance with the objects of the Trust/Institution.
7. This certificate cannot be used as a basis for claiming non-deduction of tax at source in respect of investments etc. relating to the Trust/Institution.
8. The Trust/Institution shall furnish a return of income every year within the time limit prescribed under the Act.
9. The Trust/Institution should quote the **PAN** in all its communications with the Department.
10. The income as also the corpus of the Institution should be applied to and for public charitable purposes only and subject to such conditions of limitations if any, as may from time to time be laid down in the Bombay Public Trust Act, 1950 and Income-tax Act, 1961 or any other Act governing the Public Charitable Trust.
11. The Institution/Trust may apply the trust funds for charitable purposes outside India only in cases where the Institution/Trust tends to promote International Welfare in which India is interested and prior approval is obtained by way of a General or special order from the Central Board of Direct Taxes, Government of India in terms of proviso to Section 11(1)(c) of the Income Tax Act, 1961.
12. The Institution/Trust shall operate/open Bank Account only in the name of the Trust and not in the name of any of the trustees.
13. In the event of dissolution/winding up of the Trust /Institution, the entire Institution funds shall be realized and first be used for payment of liabilities of the Trust/Institution. The assets recovery as on the date of dissolution/winding-up shall under no circumstances be distributed in any manner to any of the Board of Trustees or founder or member of their relatives or related concerns, but the same shall be transferred to another Trust /Society/Association/Institution whose objects are similar to those of this trust/society/Association/Institution after obtaining previous approval of the Charity Commissioner/Civil Court or any other competent authority in accordance with the provisions contained in the BPT Act,1950.



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(SHEELVI JINDAL)
Commissioner of Income Tax (Exemptions),
Mumbai.


Dated : **09.03.2016**
Copy to: 1. The Applicant,
2. Guard File, ITO (HQ), Mumbai.
3. The Addl.CIT(E), Range-2, Mumbai, for information and necessary action.

(**SANJEEVA M. NAIK**)
I.T.O. (EXEM.) (HQ) (TECH) For CIT (E), Mumbai

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Registration Certificate - Maharashtra Public Trust Act, 1950

[विशेष-ध. आ. (सं. सा. वि.) २-म.



नोंदणीचे प्रमाणपत्र


याद्वारे प्रमाणपत्र देण्यात येते की, खाली वर्णन केलेली सार्वजनिक विश्वस्तव्यवस्था ही आज, मुंबई सार्वजनिक विश्वस्तव्यवस्था अधिनियम, १९५० (सन १९५० चा मुंबई अधिनियम क्रमांक २९) या अन्वये Thane Region Thane येथील सार्वजनिक विश्वस्तव्यवस्था नोंदणी कार्यालयात योग्य रीतीने नोंदण्यात आलेली आहे.

सार्वजनिक विश्वस्तव्यवस्थेचे नाव Online Giving Foundation

सार्वजनिक विश्वस्तव्यवस्थांच्या नोंदणी पुस्तकातील क्रमांक E-9436/15/T

Laxmanan Natvarajan यांस प्रमाणपत्र दिले.

आज दिनांक 7/9/15 रोजी माझ्या सहीनिशी दिले.

सिक्का 

सहो Vinay K. Muglikar
Assistant Charity Commissioner
पदनाम Thane Region, Thane.

Form 10AC

FORM NO. 10AC

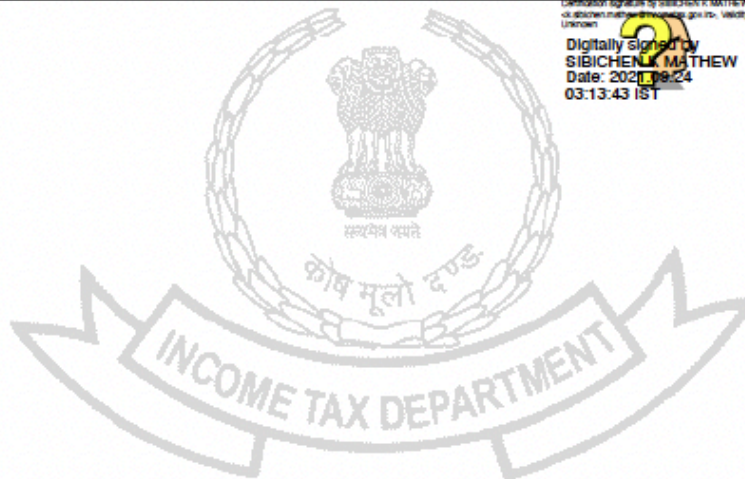
(See rule 17A/11AA/2C)

Order for registration

1	PAN	AAATO4962F
2	Name	ONLINE GIVING FOUNDATION
2a	Address	
	Flat/Door/Building	Shop No- 206, Level 1
	Name of premises/Building/Village	Raghuleela Mall, Vashi
	Road/Street/Post Office	Vashi S.O (Thane)
	Area/Locality	NaviMumbai
	Town/City/District	RAIGARH(MH)
	State	Maharashtra
	Country	INDIA
	Pin Code/Zip Code	400703
3	Document Identification Number	AAATO4962FE2015401
4	Application Number	382222650280821
5	Unique Registration Number	AAATO4962FE20154
6	Section/sub-section/clause/sub-clause/proviso in which registration is being granted	01-Sub clause (i) of clause (ac) of sub -section (1) of section 12A
7	Date of registration	24-09-2021
8	Assessment year or years for which the trust or institution is registered	From AY 2022-23 to AY 2026-27
9	Order for registration:	
	a. After considering the application of the applicant and the material available on record, the applicant is hereby granted registration with effect from the assessment year mentioned at serial no 8 above subject to the conditions mentioned in row number 10.	
	b. The taxability, or otherwise, of the income of the applicant would be separately considered as per the provisions of the Income Tax Act, 1961.	
	c. This order is liable to be withdrawn by the prescribed authority if it is subsequently found that the activities of the applicant are not genuine or if they are not carried out in accordance with all or any of the conditions subject to which it is granted, if it is found that the applicant has obtained the registration by fraud or misrepresentation of facts or it is found that the assessee has violated any condition prescribed in the Income Tax Act, 1961.	
10	Conditions subject to which registration is being granted	
	The registration is granted subject to the following conditions:-	

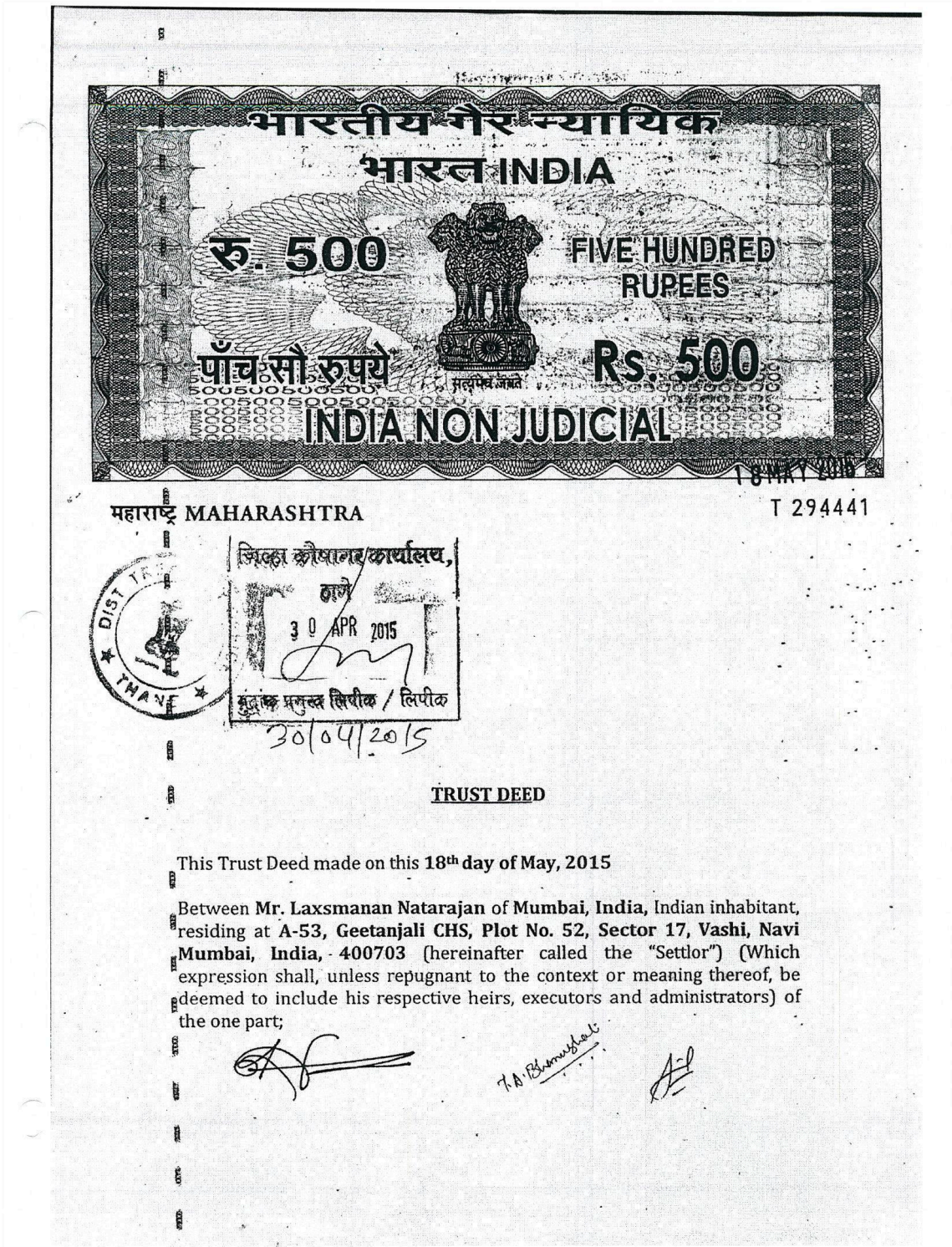
<p>a. As and when there is a move to amend or alter the objects/rules and regulations of the applicant, prior approval of the Commissioner of Income Tax shall be sought along with the draft of the amended deed and no such amendment shall be effected until and unless the approval is accorded.</p>
<p>b. In the event of dissolution, surplus and assets shall be given to an organization, which has similar objects and no part of the same will go directly or indirectly to anybody specified in section 13(3) of the Income Tax Act, 1961.</p>
<p>c. In case the trust/institution is converted into any form, merged into any other entity or dissolved in any previous year in terms of provisions of section 115TD, the applicant shall be liable to pay tax and interest in respect of accreted income within specified time as per provisions of section 115TD to 115TF of the Income Tax Act, 1961 unless the application for fresh registration under section 12AB for the said previous year is granted by the Commissioner.</p>
<p>d. The Trust/ Institution should quote the PAN in all its communications with the Department.</p>
<p>e. The registration u/s 12AB of the Income Tax Act, 1961 does not automatically confer any right on the donors to claim deduction u/s 80G.</p>
<p>f. Order u/s 12AB read with section 12A does not confer any right of exemption upon the applicant u/s 11 and 12 of Income Tax Act, 1961. Such exemption from taxation will be available only after the Assessing Officer is satisfied about the genuineness of the activities promised or claimed to be carried on in each Financial Year relevant to the Assessment Year and all the provisions of law acted upon. This will be further subject to provisions of section 2(15) of the Income Tax Act, 1961.</p>
<p>g. No change in terms of Trust Deed/ Memorandum of Association shall be effected without due procedure of law and its intimation shall be given immediately to Office of the Jurisdictional Commissioner of Income Tax. The registering authority reserves the right to consider whether any such alteration in objects would be consistent with the definition of "charitable purpose" under the Act and in conformity with the requirement of continuity of registration.</p>
<p>h. The Trust/ Society/ Non Profit Company shall maintain accounts regularly and shall get these accounts audited in accordance with the provisions of the section 12A(1)(b) of the Income Tax Act, 1961. Separate accounts in respect of each activity as specified in Trust Deed/ Memorandum of Association shall be maintained. A copy of such account shall be submitted to the Assessing Officer. A public notice of the activities carried on/ to be carried on and the target group(s) (intended beneficiaries) shall be duly displayed at the Registered/ Designated Office of the Organisation.</p>
<p>i. The Trust/ Institution shall furnish a return of income every year within the time limit prescribed under the Income Tax Act, 1961.</p>
<p>j. Separate accounts in respect of profits and gains of business incidental to attainment of objects shall be maintained in compliance to section 11(4A) of Income Tax Act, 1961.</p>
<p>k. The registered office or the principal place of activity of the applicant should not be transferred outside the jurisdiction of Jurisdictional Commissioner of Income Tax except with the prior approval.</p>
<p>l. No asset shall be transferred without the knowledge of Jurisdictional Commissioner of Income Tax to anyone, including to any Trust/ Society/ Non Profit Company etc.</p>
<p>m. The registration so granted is liable to be cancelled at any point of time if the registering authority is satisfied that activities of the Trust/ Institution/ Non Profit Company are not genuine or are not being carried out in accordance with the objects of the Trust/ Institution/ Non Profit Company.</p>
<p>n. If it is found later on that the registration has been obtained fraudulently by misrepresentation or suppression of any fact, the registration so granted is liable to be cancelled as per the provision u/s section 12AB(4) of the Act.</p>

<p>o. This certificate cannot be used as a basis for claiming non-deduction of tax at source in respect of investments etc. relating to the Trust/ Institution.</p>	
<p>p. All the Public Money so received including for Corpus or any contribution shall be routed through a Bank Account whose number shall be communicated to Office of the Jurisdictional Commissioner of Income Tax.</p>	
<p>q. The applicant shall comply with the provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962.</p>	
<p>r. The registration and the Unique registration number has been instantly granted and if, at any point of time, it is noticed that form for registration has not been duly filled in by not providing, fully or partly, or by providing false or incorrect information or documents required to be provided under sub-rule (1) or (2) of rule 17A or by not complying with the requirements of sub- rule (3) or (4) of the said rule, the registration and Unique Registration Number (URN), shall be cancelled and the registration and URN shall be deemed to have never been granted or issued.</p>	
<p>Name and Designation of the Registration Granting Authority</p>	<p>Principal Commissioner of Income Tax/ Commissioner of Income Tax (Digitally signed)</p>



Digitally signed by SIBICHEN K MATHEW
Date: 2021.09.24
03:13:43 IST

Trust Deed



जेडपत्र-1/Annexure-II

18 MAY 2016

१. मुद्रांक विक्री नोंदवही अनु क्रमांक/दिनांक	UT 567
२. दस्ताचा प्रकार	T. Deed
३. दस्त नोंदणी करणार आहेत का?	होय/नाही
४. विक्रीसाठी थाडक्यात वर्णन	
५. मुद्रांक विक्रीत देणाऱ्याचे नाव व सही	Laxman Natarajan
६. विक्रीत घेतल्यास त्याचे नाव, पत्ता व सही	Ganji
७. घेतल्या फाळ्याचे नाव	
८. मुद्रांक मुल्य रक्कम	500/-
९. फाळ्यावरक मुद्रांक विक्रीसाठी सही व परतना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता ई. ६/१-१, सेक्टर-१, वारी, नवी मुंबई.	सौ. रोहिणी. आर. बिरादार परतना क्र. १२०१०२४
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यासून ६ महिन्यात वापरणे बंधनकारक आहे.	

Mr. Laxsmanan Natarajan of Mumbai, India, Indian inhabitant, residing at A-53, Geetanjali CHS, Plot No. 52, Sector 17, Vashi, Navi Mumbai, India, 400703 (Which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his respective heirs, executors and administrators his assigns and the Trust or Trustees, for the time being, of the said Trust) and;

Mr. Yogesh Bhanushali of Mumbai, India, Indian inhabitant residing at 1st Floor, Room No.4, Abhijit Apartment, P.K. Road, Mulund (West), Mumbai, India, 400080, (Which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the survivor or survivors of them and the heirs, executors and administrators of the last survivor, his assigns and the Trust or Trustees, for the time being, of the said Trust); and

Mr. Anil Thakkar of Mumbai, India, Indian inhabitant residing at 102, Vishnu Tower CHS, P. K. Road, Mulund (West), Mumbai, India 400080 (Which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the survivor or survivors of them and the heirs, executors and administrators of the last survivor, his assigns and the Trust or Trustees, for the time being, of the said Trust) of the other part, so that, Mr. Laxsmanan, Mr. Bhanushali and Mr. Thakkar will hereinafter collectively referred to as the "First Trustees".

Whereas the Settlor is desirous of creating a Trust in respect of the sum of **RS.100,000 (Rupees One Lac only)** in the manner hereinafter appearing.

And whereas the Settlor and the Trustees have consented to act as the first Trustees of these presents and to accept the Trust under these presents as testified by his being a party to and executing the same.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS

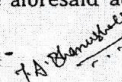
(1) The Trust created by these presents shall be known as **India Online Giving Foundation**.

(2) The Trustees so declare that they, the Trustees shall hold and stand possessed of the sum of **Rs.100,000(Rupees One Lac Only)** as Trust funds.

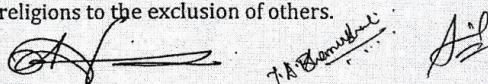
(3) The registered office of the Trust will be located at **Shop No 206, Level 1, Raghuleela Mall, Vashi, Navi Mumbai, India 400703** or at such other place as the Trustees may decide from time to time.

(4) **Aims and Objectives**

(a) To carry out education, medical relief, relief of poor and preservation of environment (including watersheds, forests and wildlife), either directly, or by supporting financially or otherwise, organizations to carry out the aforesaid activities for charitable purposes and not for profit;

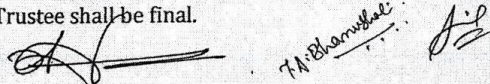


- (b) To create and maintain a web portal to facilitate collection and dissemination of donations to / for the corpus or purposes of the Trust;
- (c) To review and contact charitable organizations in India who are registered and are in good standing with the applicable regulatory authority, to contribute to such charitable organizations in furtherance of the objects of the trust as enumerated in (b) above;
- (d) To pay all costs, charges and expenses incidental to the management, administration and execution of the objectives and powers herein contained;
- (e) To open and maintain account or accounts for the Trust in any scheduled bank or banks for the purpose of keeping the moneys and to operate on the same or to authorise anyone or more to operate upon then;
- (f) To accept in cash or kind, donations, gifts, grants, contributions, (as corpus or otherwise) and to collect interest and other income of the Trust for being utilized for furtherance of the aims and objectives of the Trust;
- (g) To invest, dispose of, transfer and otherwise deal with monies, assets and properties, for the time being, of the Trust in such manner as the law permits and proper to do in carrying out the objects of the Trust;
- (h) To pay all expenses preliminary or incidental to the formation of the Trust and its registration and for management and administration for the same and all expenses necessary or incidental to fulfillment of its objects enumerated herein;
- (i) To do all such acts, deeds and things and extend all such other assistance to the said voluntary organisations as may be necessary and incidental to the attainment of aforesaid objects; and
- (j) All activities financed by the trust shall be conducted in accordance with the ideals and objects as stated hereinabove and no discrimination shall be made on grounds of religion, caste, creed, sex or political affiliation of the implementing agency or beneficiary. No contribution shall be made or expense incurred for the sole benefit of any specific castes, creed, communities or religions to the exclusion of others.



(5) Board of Trustees

- (a) The Trust will be managed by a Board of Trustees consisting of not less than 3(three) trustees and not more than 9 (nine) trustees. The Settlor and the Trustees will be the First Trustees and they shall automatically form the Board of Trustees.
- (b) The first Managing Trustee shall be the Settlor and he will hold office for a term of 2 (two) years. The Board of Trustees shall have the power to reappoint the first Managing Trustee as Managing Trustee for subsequent term of 2 (two) years or appoint other person as Managing Trustee as per the provisions contained herein. After the demise or relinquishment of office of the Managing Trustee or in the event of the first Managing Trustee failing to nominate his successor in office, the remaining trustees shall elect one of the other Trustees as Managing Trustee.
- (c) The term of office of the First Trustees shall be 2 (two) years. The Board of Trustees may reappoint them for subsequent term of 2 (two) years. The Board of Trustees shall have the power to increase the total number of Trustees up to the maximum number stated above and fix their term as per provisions contained herein.
- (d) Any Trustee, including the Managing Trustee may retire from the Trusteeship hereof by giving 6 (six) calendar months notice in writing of his or her intention to do so, to the Board of Trustees and after the expiry of the period of notice, the Trustee giving the notice shall ipso facto cease to be a Trustee of these presents.
- (e) Any vacancy caused by death of any one of the First Trustees, or any vacancy caused by the resignation of any of the Trustees, may be filled up by co-option by the Board of Trustees.
- (f) The Trustees who are not First Managing Trustee or First Trustees shall hold office for a period of one year from their date of appointment by the Trustees. At the end of this one year period, the Board of Trustees may reappoint them for subsequent term or appoint other persons as Trustees in such a manner that the total number of Trustees does not exceed the approved maximum number of Trustees.
- (g) The Managing Trustee shall have the power to remove a Trustee suffering from physical or mental disability or if he is accused of misfeasance of Trust funds or property or misconduct, after satisfying himself on enquiry and such action of the Managing Trustee shall be final.



Handwritten signatures and initials at the bottom of the document, including a signature that appears to read "T.N. Bhanushali".

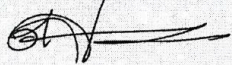
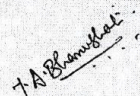

(h) The Managing Trustee may be removed by unanimous agreement of the other Trustees if the Managing Trustee suffers from physical or mental disability or if he is accused of misfeasance of Trust funds or property or misconduct, after satisfying themselves on enquiry and such unanimous action shall be final.

(i) The proceedings of the Board of Trustees shall not in any way be invalidated due to any post or posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining Trustees shall act as "Full Board", subject to the presence of quorum in the meetings. Any vacancy in the Board of Trustees or illegality in the appointment of Trustees or their proceedings shall not invalidate any prior act or decision of the Board.

(6) Appointment of new Trustees

Subject to the provisions contained in clause 5 mentioned above, the appointment of new Trustees shall be governed by the rules as follows:

- (a) The tenure of appointment of Trustees shall be decided by the Board of Trustees at the time of appointment of any new Trustees.
- (b) After the completion of the tenure of office of the new Trustees, they shall retire but shall be eligible for re-appointment.
- (c) In the case of a vacancy, new Trustees shall be appointed from among the representatives of voluntary organisations, funding agencies and independent experts in the field of development, finance, legal and other related matters.
- (d) Filling in of vacancies shall be by a decision of the Board of Trustees. As far as possible, efforts shall be made to fill in the vacancies by unanimous decisions, failing which the majority decision shall prevail.
- (e) If and as often as the Trustees of THESE PRESENTS shall die or desire to retire or refuse or become incapable to act in the Trust thereof shall take the benefit of the insolvency law for the time being in force or if any Trustee shall remain absent from three consecutive meetings of the Trustees without leave of absence, then and in every such case it shall be lawful for the surviving or continuing Trustee or Trustees for the time being of THESE PRESENTS to appoint new Trustee so vacating their offices in the Board of Trustees.

(7) Effect of appointment of new Trustees

Upon every such appointment made in pursuance of the last foregoing clauses thereof, the newly appointed Trustees shall have powers and authorities of a Trustee under THESE PRESENTS.

(8) Power to determine all questions of doubt or difficulty

It shall be lawful for the Board of Trustees to settle and determine all matters of interpretation of THESE PRESENTS as well as matters of difficulty, doubt or dispute and all questions arising in the course of or incidental to the administration. Management and execution of the Trust and powers of THESE PRESENTS and any such settlement or determination shall be valid, binding and conclusive and shall not be objected to or reopened upon any ground whatsoever.

(9) Power to compromise

The Board of Trustees shall have full powers to settle compromise or compound, out of court, all suits, action and other proceedings and to settle all or other proceeding, difference of demand and adjust the settlement of all accounts relating thereto as fully as if they were absolutely entitled to the Trust fund and without being answerable for the loss occasioned thereby.

(10) Power to Borrow

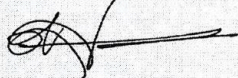
The Trustees may from time to time, at their discretion for the furtherance and carrying out the objects of the Trust of THESE PRESENTS, borrow such sum as may be determined by the Board of Trustees from time to time in form and manner thereupon. The Trustees shall, at their discretion, make all such disposition of the properties movable or immovable forming part of the Trust Fund or any part thereof and enter into such agreements, assurances and things in relation thereto as the Trustees may deem proper for giving security for such loan and interest.

(11) Investment of Trust Fund

All money forming part of the Trust Fund and requiring investment shall be invested in any of the securities authorized by law for investment of Trust Funds which are permissible under section 11(5) of the Income-Tax Act 1961 or shall at their discretion sell and/or realize the same or any part thereof.

(12) In whose name money to be invested

All money forming part of the Trust Fund requiring investments shall be invested and the conveyance of assurance in respect of any immovable property forming part of the Trust Fund shall be obtained in the name of



7-11-2011
Branwell



the Trust provided that such money may be held by the Managing Trustee for time being of the Board of Trustees if necessary.

(13) Opening Bank Accounts

The Board of Trustees of the India Online Giving Foundation may open any banking account or accounts with such scheduled bank as may from time to time be determined by the Trustees and shall forthwith pay or cause to be paid the rents, income, dividends and all other money forming part of the Trust fund to the credit of any such account or accounts and such accounts or account shall be operated upon by such of the Trustees or other persons as may from time to time be authorized to do so by a resolution of the Board of Trustees.

(14) Account and Audit

The Trustees shall maintain regular accounts of the Trust funds and shall get the same duly audited by a firm of Chartered Accountants. The Accountants and Audit Report and report of the Trust shall be made up at least once a year covering the accounting period as may be determined by the Board of Trustees from time to time.

(15) Power to sell the Immovable Property and Manage

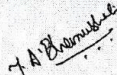
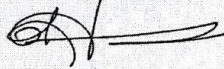
The Trustees shall manage any immovable property or properties for the time being forming part of the Trust Fund in such manner as they shall think fit with full power to make improvement, repairs alterations of any description and to make or incur any outlay for any such purposes or for the insurance or otherwise for the protection of benefits of the said premises and to grant or renew leases or tenancy of occupation and to make any agreements with tenants or occupiers or intending tenants or occupiers.

(16) Receipts of the Trustees

The receipts in writing by the Managing Trustee or any other person authorised by the Board of Trustees for any interest, dividend or income of the Trust fund or for any deeds, papers, writing documents or other monies and effect payment to the Trustees shall be sufficient and effectual discharge for the same. The Board of Trustees by a resolution may also authorize any scheduled bank or other banks in India to collect any interest, dividend or income of the Trust fund on their behalf.

(17) Power to amend the Rules

If in the opinion of the Trustees, circumstances so require, the Trustees may unanimously make any amendment in the rules, they may consider necessary for the better management or administration of the Trust activities or for carrying out the objects of the Trust.



(18) Power to make Rules and Regulations

In addition to the aforesaid rules, the Trustees shall from time to time, be entitled to make rules and regulations for the administration and management of the Trust of THESE PRESENTS and all matters incidental to or concerning the same PROVIDED, such rules and regulations shall not be repugnant to or be inconsistent with the provisions of the purposes of the Trust thereof.

(19) Power to Amalgamate other Trust or Vice Versa

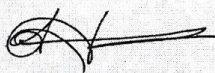
The Trustees shall be at liberty to allow or to be allowed and permit, or to be permitted to amalgamate or to be amalgamated with any other Trust, institution or Charity, in any areas or area whose objects are the same or similar to those of THESE PRESENTS PROVIDED, they are not inconsistent with or repugnant to the objects hereof.

(20) Indemnity to the Trustees etc.

The Trustees for the time being of THESE PRESENTS, shall be chargeable only for such monies, stocks, funds, corpus, deposits and securities as they shall actually receive, notwithstanding their signing of any receipt for the sake of conformity and shall be answerable or accountable only for their own acts, receipts, neglects; defaults and not for those of others or any banker, auctioneer or any other person with whom or into whose hands of any Trust monies or securities may be deposited in accordance with THESE PRESENTS nor for the determination or loss of any stocks, funds, deposits or securities nor for any defects or insufficiency of title nor for any other losses unless the same shall happen through their own neglect or willful demeanor.

(21) Remuneration and Power to Reimburse

The Trustees of these presents are entitled to be reasonably remunerated for their contribution and efforts in acting as Trustees and to be reimbursed and also to pay and discharge out of the Trust Fund, all expenses incurred by them or on their behalf in or about the execution of the Trust and powers of THESE PRESENTS in accordance with the decision of the Board of Trustees.

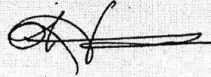


Y.A. Bannister



IN WITNESS WHEREOF THE PARTIES hereto set their hands and seals, the day and year first hereinabove written.

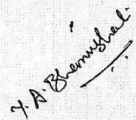
Signed, Sealed and Delivered
By the within named Settlor and Trustee
Mr. Laxsmanan Natarajan
A-53, Geetanjali CHS, Plot no.52,
Sector-17, Vashi,
Navi Mumbai - 400703
Date: 18.05.2015



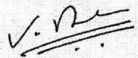
WITNESS:
In presence of Mr. Vivek Doshi
C/1, Jeevan Bahar CHS, 21st Road,
Chembur, Mumbai - 400071



Signed, Sealed and Delivered
By the above named Trustee
Mr. Yogesh Bhanushali
1st Floor, Room No.04,
Abhijit Apartment, P.K. Road,
Mulund (West), Mumbai - 400080
Date: 18.05.2015



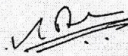
WITNESS:
In presence of Mr. Vivek Doshi
C/1, Jeevan Bahar CHS, 21st Road,
Chembur, Mumbai - 400071



Signed, Sealed and Delivered
By the above named Trustee
Mr. Anil Thakkar
102, Vishnu Tower CHS,
P.K. Road, Mulund (West),
Mumbai - 400080
Date: 18.05.2015



WITNESS:
In presence of Mr. Vivek Doshi
C/1, Jeevan Bahar CHS, 21st Road,
Chembur, Mumbai - 400071



Sample Donation Report

ONLINE GIVING FOUNDATION Shop No. 206-207, Level 1, Babuleela Mall, Vashi, Navi Mumbai, 400703	
Donation Report (DR)	
Report Period: March 01, <u>2020</u> to March 31, 2020	
Bill to: Sample Client Sample Address	Invoice #: 96RY9GTZEH Invoice Date: April 01, 2020 Currency: INR Purchase Order # Terms: Net10 Due Date: April 15, 2020
Employee Payroll Deductions	
Period: 2020-INDStandard-2	₹17,450.00
Subtotal	₹17,450.00
Corporate Transactions	
Redeemed Employee Seeding & Volunteering Rewards	₹3,636.94
Subtotal	₹3,636.94
Credit Card Transactions	
Credit Card Donation Purchases	₹14,300.00
Funding Received <u>From</u> Processor	-₹14,300.00
Subtotal	₹0.00
Matching Transactions	
Credit Card	₹15,300.00
Period: 2020-INDStandard-2	₹17,450.00
Subtotal	₹32,750.00
Donation Subtotal	₹53,836.94
Total Balance Due	
	₹53,836.94

ONLINE GIVING FOUNDATION
Shop No. 206-207, Level 1, Baghuleela
Mall, Vashi, Navi Mumbai, 400703

Payable to:
ONLINE GIVING FOUNDATION

Currency: INR

By Wire/EFT:

Domestic/non-FCRA donations:
Bank: Citibank
IFSC Code: CITI0000004
Account: 539084003 Swift Code: CITIINXBBLR

In accordance with the License and Services Agreement between Sample, Benevity and the Foundation, you have been holding and agree to pay to the Foundation in respect of all donations during such period, the Donation Funding Amount **noted above** by April 15, 2020.

If you have any questions, please contact your relationship manager.

For any questions about fees, refer to your organization contract, or contact your relationship manager.

Frequently Asked Questions

Question	Answer
Who should I talk to about questions regarding the Foundation’s payee setup, the information package, etc.?	Please reach out to help@benevity.com .
I would like the contact information for the Foundation so I can ask questions about how payment works, etc. Who should I talk to?	Benevity is a service provider to the Foundation and handles all questions related to how payment works. Please reach out to help@benevity.com .
I would like a contact at the Foundation so we can proceed with our due diligence to check that the information provided in the information package is correct. Who should I talk to?	<p>Questions related to data processing, holding and storage should be directed to risk@benevity.com.</p> <p>Questions related to the Board of Directors and the governance of the Foundation (registration, bylaws, policies) AND questions around banking information provided by Benevity should be directed to info@indiaogf.org.</p>
My company would like to request a security review of the Foundation. How do we do that?	<p>First, a quick refresher on Benevity’s model. We leverage relationships with registered charities in various jurisdictions who each operate on a donor-advised fund model to democratize giving and use the power of automation and aggregation to serve and support over 2 million causes around the world. What that means practically is that our clients and their participant communities (i.e., employees, customers and other stakeholders) make donations directly to registered charities, who are each Benevity’s Foundation partners. These Foundation partners are not service providers to clients (or the donors) under this model. As is typical for charities operating on a DAF model, they support donors by issuing tax receipts (where appropriate) and giving advisory privileges to donors over the donation funds received (but legal discretion and control resides with the Foundation as is required). The operations of these Foundation partners as it relates to Benevity’s clients is managed by Benevity directly as their service provider, which includes managing risks and requirements relating to security and privacy. A copy of Benevity’s security package includes comprehensive details of this security program that is applicable and relevant to client programs utilizing our Foundation partners is available on request. Please reach out to your Client Success Manager to request a copy of this security package.</p>
What employee information is shared with the Foundation?	Benevity and the Foundation are parties to an agreement that governs the roles and responsibilities of each party. As a part of this relationship, Benevity handles the majority of requests that involve employee information on behalf of the Foundation; however, employee information may be shared with the Foundation in order to fulfill its regulatory, compliance and/or reporting requirements.
Does the Foundation have an Equivalency Determination?	As the OGF (India) Foundation is not a registered FCRA charity and does not accept foreign funds, there is no valid Equivalency Determination certificate applicable.
What is Benevity’s relationship to the Foundation?	Benevity is a services provider to the Foundation and works with the Foundation to facilitate charitable donations and grants.
Is the Foundation PCI compliant?	Yes, Benevity processes the data. All Foundation partners are PCI SAQ A compliant. They do not collect, transmit or store restricted credit/debit card details.

<p>What KYC protocols are undertaken to vet charities prior to disbursement?</p>	<p>There is a Benevity Vetting Overview document that contains this information and it is available via the B-Hive.</p>
<p>What fraud checks are undertaken in association with funds disbursement to nonprofits?</p>	<p>Benevity generally provides services to well-established enterprise and mid-market clients with a larger employee base, rather than individuals. Benevity is not regulated as a financial institution or money services business; however, Benevity has created a fraud management program based on well-established national and international guidelines that financial institutions employ to combat financial crime, money laundering and terrorist financing. The intent of the Benevity Anti-Fraud Program is to mitigate the financial and reputational risk to Benevity, our clients and our Foundation partners.</p> <p>In addition to our controls related to onboarding and vetting charities (referred to as "causes"), Benevity performs regular transaction monitoring to detect transactions and behavior matching known patterns of fraud. Our fraud processes are continuously updated to keep up with changes in the charitable landscape as well as newly identified indicators of fraud. Fraud awareness training is provided to Benevity employees annually to support the identification and reporting of unusual activity. If an employee or client reports fraud, non-compliance and/or other potential improper use of matching gifts programs, our Risk & Compliance team is notified and a fraud investigation process is initiated. While an investigation is underway, Benevity's process includes the preservation and safeguarding of pending donor donations and pending client matching funds. At the conclusion of the investigation, impacted clients are provided with reports outlining the facts, circumstances, evidence and conclusions, and a number of potential remedies may be employed depending on the outcome, which can include donation reversals and/or removing a cause from the Benevity Causes Portal.</p>
<p>How do I onboard the Foundation in my company's internal system?</p>	<p>Please note that the Foundation is not a vendor but is a charitable Foundation partner of Benevity. This information package will give you all the information you need regarding the Foundation (bank account, etc.). If you need any additional documents regarding the foundation, please reach out to help@benevity.com.</p> <p>If you require the Foundation to onboard a vendor on a portal registration system, please note that there is an annual flat fee associated with this set up. Reach out to your Client Success Manager for more details on this fee.</p>
<p>Why is a fee required for a portal registration?</p>	<p>The Foundation is an independent charitable organization and registering for vendor portals often result in challenges and extra administrative burden to the non-profit. We recommend discussing with your Client Success Manager regarding the other non-fee options that are available without the foundation managing the payment information through a registration portal.</p>
<p>Will the Foundation abide by our supplier code of conduct?</p>	<p>Benevity is your supplier and the Foundation is the payee. Benevity, as the entity your company has contracted with, as well as the entity responsible for delivering the associated services, will sign off on your supplier code of conduct.</p>
<p>I'm looking for the W8-BENE Form for OGF (India) – where can I find that?</p>	<p>The W8-BENE form is a US Tax Form. It is not needed seeing as US Entities (ie. Foreign Source) don't pay OGF (India). Only Local Source Entities pay OGF (India).</p>
<p>What is a donor declaration form and why is it required?</p>	<p>OGF (India) must adhere to specific requirements that flow from India's charity rules and foreign contribution laws in order to receive donations. More specifically, OGF (India) only accepts donations from local sources (or those that are not</p>

	<p>defined as “foreign source” in the Foreign Contribution (Regulation) Act (FCRA)). To ensure such legal compliance and for auditing and record-keeping purposes, OGF (India) requires that the corporate donor (that’s you!) must provide a Donor Declaration to OGF (India) on an annual basis prior to the start of its next fiscal year (April 1). Each corporate donor remitting donation monies or payroll donations of its employees to OGF (India) must complete one of the standardized forms depending on whether the entity you pay your corporate funds from is considered under the laws of India to be local or foreign source.</p> <p>Donor Declaration (Corporate and Employees are Local Source)</p> <ul style="list-style-type: none">• This form is to be signed if your Indian entity is providing its funds (match and corporate donations) from a local source as defined under Indian law.• This form declares to OGF (India) that only Indian employees who are not classified as “foreign source” under the FCRA will remit donations to OGF (India). <p>Donor Declaration (Employees are Local Source)</p> <ul style="list-style-type: none">• This form is to be signed if the funds you provide (match and corporate donations) are considered to be “foreign source” under Indian law (and therefore foreign source corporate funds have/will be remitted to Benevity’s Global Foundation Partner, the UKOGF)• This form declares to OGF (India) that only Indian employees who are not classified as “foreign source” under the FCRA will remit donations to OGF (India). <p>Donor Declaration (Foreign Source – Volunteer Only)</p> <ul style="list-style-type: none">• This form is to be signed if the client, who does not have a local entity in India (Foreign Source), is only offering a volunteer only program to their India user base.
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