

Clayviss Giving Pledge — Recipient Organization Agreement

Bellalu Management LLC (a Wyoming limited liability company, 32 N Gould St, Sheridan, WY 82801)

and

_____ — the "Organization"

1. Purpose

Bellalu Management LLC operates a mobile application called **Clayviss** and runs a promotional program called the **Clayviss Giving Pledge**. Under that program, Bellalu Management LLC publicly promises to donate **25% of the subscription price paid by each family** to a church that the family designates in the app.

This Agreement sets out how Bellalu Management LLC pays the Organization when families designate it. It is a **charitable sales promotion** (a commercial co-venture): Bellalu Management LLC advertises the donation in connection with the sale of Clayviss subscriptions.

2. No partnership, no agency, no joint venture

Bellalu Management LLC and the Organization are independent parties dealing at arm's length. This Agreement does not create a partnership, joint venture, agency, employment, or franchise relationship of any kind. Neither party may bind the other, incur obligations on the other's behalf, or represent that it has authority to do so. Neither party is responsible for the debts, acts, or omissions of the other.

(The term "commercial co-venture" in Section 1 is a term of art under state charitable-solicitation law. It describes the nature of the promotion and does not create a joint venture or any other relationship disclaimed in this Section.)

3. What the Organization provides

To receive payment, the Organization provides Bellalu Management LLC with:

- Its **EIN** (federal employer identification number);
- A completed and signed **IRS Form W-9**;
- **Payment instructions** (mailing address for a check, or ACH details);
- A **signed attestation** that it operates as a church or as an organization described in Section 501(c)(3) of the Internal Revenue Code;
- Its **IRS determination letter, only if it has one**. A determination letter is **not required**. Churches are automatically exempt under Section 508(c)(1)(A) of the Internal Revenue Code and are not required to apply to the IRS for one; the absence of a determination letter does not affect payment.
- A **designated contact** (name, title, email, telephone).

The Organization is responsible for the accuracy of the information it provides and will notify Bellalu Management LLC of any material change.

Verification. Bellalu Management LLC confirms that the EIN and the signed attestation are valid on their face and consistent with each other. That is the extent of the verification. Bellalu Management LLC does not require an IRS determination letter.

4. Verification deadline

Complete verification materials under Section 3 must be received by Bellalu Management LLC **on or before November 1** of a given year for the Organization to be paid in that year's December payout. That payout covers the accrual year that closed on the preceding August 31 (Section 5).

If the deadline is missed: the Organization receives no payment in that cycle, and the amounts accrued to it are donated instead to a 501(c)(3) nonprofit selected by Bellalu Management LLC, consistent with Bellalu Management LLC's public commitment that donated funds are never retained by Bellalu Management LLC. **This occurs on the first missed deadline; amounts are not held over.** The Organization remains eligible to verify and be paid in a future cycle.

5. How the amount is calculated

Bellalu Management LLC accrues an amount equal to **25% of the gross subscription price paid** by each family that has designated the Organization in the Clayviss app, calculated on the price paid by the family before deduction of any app-store commission, payment-processing fee, banking cost, or administrative cost. **No amount is deducted from the accrual.** Each accrual is **rounded up to the nearest cent.**

Accrual year. Accruals are calculated on an **accrual year running from September 1 through August 31.** Amounts accrued during an accrual year are paid in the **December following the close of that accrual year**, subject to Section 4.

A subscription payment is assigned to the accrual year in which **the family made the payment**, as reflected in Bellalu Management LLC's records. The date on which Bellalu Management LLC receives the corresponding remittance from Apple is not relevant to that assignment.

Accruals are tracked in Bellalu Management LLC's records on a per-transaction basis. **Bellalu Management LLC's records are the basis of calculation.** The Organization may request a statement of its accrued amount at any time, and Bellalu Management LLC will provide one within a reasonable time.

Where the funds are held. Bellalu Management LLC holds accrued amounts in a **separate, dedicated bank account** and does not use them for its operating expenses. This is a contractual commitment; it is not a trust and not an escrow arrangement.

5A. Refunds

A refunded subscription payment never generates an accrual. Because the family's payment was returned, there is no subscription price paid on which an accrual can be calculated.

The mechanics are as follows:

- **A refund before payout reverses the accrual.** If the underlying payment is refunded before the accrual has been paid out, the accrual is simply **reversed** in Bellalu Management LLC's records. There is nothing to pay to the Organization and nothing to recover from it.
- **A refund after payout is recovered by offset.** If a payment is refunded after the accrual it generated has already been paid out, Bellalu Management LLC **recovers that amount by offsetting it against the Organization's next cycle accrual**, and against subsequent accruals until the amount is fully offset. **Bellalu Management LLC will not request or demand repayment from the Organization**, and the Organization is under no obligation to return funds it has received.

Bellalu Management LLC will identify any offset applied in the statement provided under Section 5.

6. Payment

Bellalu Management LLC pays verified Organizations **once per year, in December**, by check or ACH.

The payment is unrestricted. The Organization may use it for any lawful purpose consistent with its charitable mission, including general operating expenses. Bellalu Management LLC imposes no conditions on its use and requires no reporting on its use.

7. No consideration flows to Bellalu Management LLC

The Organization owes Bellalu Management LLC nothing. The Organization pays no fee, no commission, no rebate, no reimbursement, and no other consideration of any kind to Bellalu Management LLC, and provides Bellalu Management LLC no goods or services in exchange for the payment. The payment is a donation made by Bellalu Management LLC.

(The offset described in Section 5A is not a payment or a debt owed by the Organization. It is an adjustment to a future accrual, and it never obliges the Organization to pay or return anything.)

8. Name and logo use

Each party grants the other a limited, non-exclusive, revocable, royalty-free license to use its name and logo solely as follows:

- **Bellalu Management LLC** may identify the Organization as a participating recipient of the Clayviss Giving Pledge.
- **The Organization** may inform its congregation, members, and community that it participates in the Clayviss Giving Pledge.

Neither party may use the other's name or logo in any other manner, or modify it, without prior written consent. Either party may revoke this license on written notice, and the other party will discontinue use within a reasonable time.

9. No endorsement

The Organization does not endorse Clayviss or Bellalu Management LLC by entering this Agreement.

The Organization is the recipient of a donation. Neither party will state or imply that the Organization endorses, warrants, or recommends the Clayviss product beyond the participation described in Section 8.

10. No solicitation of the Organization's congregation

Bellalu Management LLC will not solicit, contact, or market to the Organization's congregation, membership list, or contact database. The Organization is under no obligation to promote Clayviss. If the Organization chooses to share a referral link or announcement, it does so voluntarily and may stop at any time.

11. Tax treatment

Bellalu Management LLC treats payments under this Agreement as an **ordinary and necessary business expense** of its promotional program. Bellalu Management LLC makes no representation regarding the tax treatment of the payment by the Organization. **The Organization is responsible for consulting its own tax and legal advisors.**

12. Term and termination

This Agreement begins on the date of the last signature below and continues until terminated. **Either party may terminate at any time on written notice.**

Amounts accrued to the Organization through the effective date of termination remain payable and will be paid at the next December payout, provided the Organization has completed verification under Section 3. **No**

amounts accrue after termination.

13. Program changes and wind-down

Bellalu Management LLC may modify or discontinue the Clayviss Giving Pledge. **Any change applies prospectively only, on notice, and never to amounts already accrued.** Amounts already accrued remain committed to a church or a nonprofit and are never retained by Bellalu Management LLC.

If Bellalu Management LLC ceases operations. If Bellalu Management LLC ceases operations or is wound up, it will **pay out or donate all accrued amounts to churches or 501(c)(3) nonprofits before dissolving.** If Bellalu Management LLC or the Clayviss application is sold, or its assets are assigned, **this obligation transfers to the acquirer or assignee.** This Agreement binds and benefits the parties' successors and permitted assigns.

14. Governing law

This Agreement is governed by the laws of the State of Wyoming, without regard to its conflict-of-laws rules.

15. Entire agreement

This Agreement is the entire agreement between the parties on this subject and supersedes any prior discussions. It may be amended only in a writing signed by both parties.

Signatures

Type your information into the fields below, print this page, sign it in ink, and email it with your completed IRS Form W-9 to hello@clayviss.com.

BELLALU MANAGEMENT LLC

To be completed by Bellalu Management LLC on counter-signature.

Signature

Name

Title

Date

ORGANIZATION

Legal name of organization

EIN

Signature (type your name, then sign in ink after printing)

Name

Title

Date

Designated contact

The person Bellalu Management LLC should contact about this agreement.

Name

Title

Email

Telephone