MANNA FUND ORGANIZATION CAMPAIGN PARTICIPATION AGREEMENT

Effective Date: September 11, 2026

Version: OCA-2026-09-11

This Organization Campaign Participation Agreement (the “Agreement”) is between Manna Fund, LLC (“Manna Fund”), a Colorado limited liability company, and the school, school district, parent organization, foundation, nonprofit organization, or other approved legal person identified in an accepted Campaign Schedule (“Organization”). It governs the Organization's use of the portal at https://www.mannatech.dev and participation in campaigns through which qualifying consumer grocery purchases made at https://www.mannafund.co generate contractual Campaign Proceeds for an approved beneficiary. Consumer purchases are governed separately by the Consumer User Agreement; this Agreement does not bind an individual purchaser merely because the purchaser supports a Campaign.

1. Agreement Structure and Relationship

1.1 Master Agreement and Schedules.

This Agreement is a master agreement. Each Campaign requires a completed Campaign Schedule in the form of Exhibit A accepted by both parties. A Campaign Schedule states its beneficiary, purpose, dates, territory, qualifying transactions, exclusions, Campaign Proceeds formula, payment terms, and approved public disclosure. If a Schedule conflicts with this Agreement, the Schedule controls only its identified commercial variables; this Agreement controls legal compliance, consumer rights, data, intellectual property, disputes, and unmodified subjects.

1.2 Separate Consumer Relationship.

Manna Fund operates the consumer storefront and, unless checkout identifies another seller, is seller and merchant of record. The Organization is not the seller, fulfiller, payment processor, or customer-service provider and may not make promises about Products, delivery, returns, prices, or refunds beyond approved materials.

1.3 Independent Roles.

The parties are independent contractors. Neither may bind the other. This Agreement does not create a partnership, joint venture, employment relationship, fiduciary relationship, trust, or agency. Any classification as a commercial coventurer, professional fundraiser, paid solicitor, government contractor, or other regulated role depends on actual law and functions, not this label.

2. Eligibility, Authority, and Verification

2.1 Eligibility and Approval.

Participation requires Manna Fund's approval and completion of identity, authority, tax, bank, charity-status, sanctions, insurance, and fraud-prevention review reasonably appropriate to the Campaign. Approval for one Campaign does not guarantee another. Manna Fund may accept a tax-exempt or nonprofit organization, including an organization recognized under Section 501(c)(3) of the Internal Revenue Code, a church or other religious organization, a public school, school district, or other governmental entity, and a fiscally sponsored group such as a booster club, PTA, or PTO, or another lawful entity type identified in the Schedule. The Organization must upload documentation evidencing its tax-exempt or nonprofit status before payouts are enabled. Identity, taxpayer, and beneficial-ownership verification is performed by the third-party payment platform described in Section 7.2, and Manna Fund does not separately collect or retain taxpayer identification numbers, charitable registration numbers, or fiscal-sponsor records.

2.2 Authority.

The accepting representative represents that the representative is at least eighteen, has authority to bind the Organization, and has obtained every board, district, school, parent-group, governmental, procurement, fundraising, appropriation, and internal approval required. Manna Fund may require resolutions, delegation records, or other evidence.

2.3 Continuing Qualifications.

The Organization will provide and keep current its complete legal and public names, entity type, physical address, charitable registration or exemption, authorized contacts, verified payment account, Campaign beneficiary, and other reasonably requested information. It represents throughout the Campaign that it is validly existing where required, legally eligible to receive and use Campaign Proceeds, and not prohibited by sanctions, debarment, or law.

2.4 Public Entities.

A governmental Organization participates only within its lawful contracting, fiscal, privacy, public-records, and policy authority. No term is an advance waiver of governmental immunity, creates a debt or multiple-fiscal-year obligation contrary to law, or requires an indemnity, insurance obligation, jury waiver, venue agreement, or payment beyond lawful authority or appropriation.

3. Portal Accounts and Acceptable Use

3.1 Authorized Users and Security.

The Organization may designate up to the number of individual natural persons stated in the Schedule as authorized users of the Campaign Dashboard (“Authorized Users”). Each Authorized User must register with a unique email address and password and must maintain multi-factor authentication. Shared credentials and student accounts are prohibited. The Organization is responsible for all acts and omissions of its Authorized Users, will use reasonable security, will promptly revoke access for any user whose authority has ended, and will report suspected compromise without undue delay. The Organization may add, replace, or remove Authorized Users through the Campaign Dashboard at any time, provided the total does not exceed the cap stated in the Schedule. Manna Fund may rely on any action taken through an Authorized User account as duly authorized by the Organization.

3.2 Acceptable Use.

The Organization may use the portal only to administer approved Campaigns. It may not submit false information; impersonate another person; manipulate attribution, orders, returns, chargebacks, or proceeds; access another Organization's data; bypass security; introduce malicious code; scrape or reverse engineer; use bots without permission; or upload unlawful, infringing, deceptive, confidential, privacy-invasive, or unsafe content.

4. Campaign Approval, Economics, and Attribution

4.1 Launch and Changes.

A Campaign may not launch or be advertised until both parties accept its completed Schedule and complete required registrations, notices, approvals, disclosures, data configuration, and operational testing. A portal preview, draft, or sales discussion is not approval. A material change in dates, formula, beneficiary, territory, eligible transactions, or purpose requires a mutually accepted amendment before use.

4.2 Formula and Nature of Proceeds.

Campaign Proceeds are the contractual amount Manna Fund must pay under the formula in the Schedule after stated exclusions and adjustments. They are distinct from optional checkout tips and are not purchaser-owned donations. The Schedule states the percentage-of-Net-Proceeds formula and defines Eligible Purchases, exclusions, attribution, returns, cancellations, fraud adjustments, and reporting cadence. The definition and treatment of Campaign Proceeds in this Section are intended to be consistent with Section 8.3 of the Consumer User Agreement.

4.3 Eligible Completed Orders.

Campaign Proceeds accrue only on an eligible completed order. An order is an eligible completed order when it is attributed to the Campaign, has been accepted and paid, has been invoiced to Manna Fund by its supplier following shipment of the order, and has not been canceled, voided, fully refunded, or determined by Manna Fund in good faith to be fraudulent or otherwise ineligible. Proceeds do not accrue on an order before supplier invoicing. Later shipping-cost reconciliation between Manna Fund and its carrier does not delay or condition accrual.

4.4 Net Proceeds.

“Net Proceeds” for an eligible completed order means the Product price paid for that order, less (a) Manna Fund's supplier cost for the Products, (b) payment-processing fees, (c) shipping and fulfillment costs attributable to the order, (d) taxes collected or remitted, (e) any optional checkout tip, and (f) any amount refunded or credited. Net Proceeds are calculated per order and reconciled monthly.

4.5 Attribution.

Attribution is based on the Campaign link, code, selection, and rules disclosed to purchasers. Unless the consumer flow permits allocation, one Campaign receives credit per order. Manna Fund may correct a documented technical or clerical error and will maintain a reasonable audit trail. Neither party may create sham orders, manipulate returns, or coordinate chargebacks to inflate results.

4.6 No Fundraising Guarantee.

Manna Fund does not guarantee orders, traffic, participation, Campaign Proceeds, or a fundraising result. Dashboards are estimates until reconciliation. The Organization may not state or imply a guaranteed amount.

5. Required Campaign Advertising and Fundraising Compliance

5.1 Regulatory Classification and Duties.

A Campaign stating that purchases benefit a charitable organization or purpose may be a charitable sales promotion, and Manna Fund may be a commercial coventurer, under Colorado or other law. The parties will complete contracts, registrations, notices, reports, records, and disclosures required by their actual roles. The Organization maintains its charity registration or valid exemption; Manna Fund handles duties imposed directly on it. Each will timely provide information needed for the other's compliance.

5.2 Specific Benefit Disclosure.

Colorado's rules apply and every Campaign advertisement must disclose the dollar amount or percentage per unit of goods or services purchased or used that will benefit the identified Organization or purpose. The exact approved statement appears in the Schedule. Neither party may rely on “a portion of proceeds,” “shop to support,” or similar language without the specific required disclosure. The disclosure must be clear, conspicuous, proximate to the claim, and used in each applicable medium and language. The approved statement for each Campaign discloses that Manna Fund will pay the Organization a percentage of Manna Fund's Net Proceeds from each eligible completed order attributed to the Campaign, on the following schedule, based on the number of orders attributed to that Campaign in the calendar month in which the order is placed: thirty percent (30%) for orders one through one hundred fifty; thirty-five percent (35%) for orders one hundred fifty-one through four hundred; forty percent (40%) for orders four hundred one through one thousand; and forty-five percent (45%) for orders one thousand one and above. The order count resets at the start of each calendar month, and the applicable percentage is fixed at the time the order is placed. No minimum contribution amount per order is promised or disclosed. Manna Fund may prospectively change the percentage schedule at its discretion by publishing an updated disclosure and providing written notice to the Organization; a change does not apply to orders placed before the updated disclosure is published, and no change is ever applied retroactively to an order already placed.

5.3 Approved Claims Only.

Only mutually approved Campaign names, claims, artwork, links, codes, beneficiary descriptions, and disclosures may be used. The Organization will not claim that Manna Fund, a Product manufacturer, school district, or government body endorses it unless authorized. It will not state that Product price is tax-deductible or call Campaign Proceeds a purchaser donation.

5.4 Territory.

A Campaign may be promoted only in its approved territory as stated in the Schedule. The approved territory is the State of Colorado. Manna Fund accepts and ships orders only to destinations within Colorado, as published in the Shipping Policy. The approved territory may not be expanded by notice. Expansion to another jurisdiction requires a written amendment accepted by both parties, and may be made only after review of the commercial co-venture, cause-marketing, charitable-solicitation, fundraising, privacy, pricing, tax, school, and contract requirements of the jurisdiction being added. Until that review is complete and an amendment is accepted, the Organization may not promote the Campaign outside Colorado.

6. Consumer Transactions, Returns, and Campaign Adjustments

6.1 Manna Fund Consumer Operations.

Manna Fund controls storefront prices, inventory, order acceptance, payment, fulfillment, delivery, support, safety notices, recalls, returns, and refunds under the Consumer User Agreement and applicable law. The Organization will direct purchaser questions to Manna Fund and will not accept returned Products or issue refunds unless expressly authorized.

6.2 Adjustments; Chargebacks Absorbed by Manna Fund.

A canceled, refunded, returned, or fraudulent transaction, or a transaction that does not become an eligible completed order, may reduce Campaign Proceeds under the Schedule. Adjustments must be tied to documented transaction events and the agreed formula. Manna Fund will not impose an undisclosed penalty or use a supplier or carrier recovery rule to determine the Organization's rights. A payment-card or bank chargeback or payment dispute is Manna Fund's business risk. Manna Fund absorbs chargebacks and will not reduce, delay, withhold, or reverse Campaign Proceeds because of a chargeback, except where the underlying order was also refunded or was fraudulent under this Section.

6.3 Consistent Consumer Messaging.

The Organization acknowledges that consumer non-delivery, latent defects, safety issues, and readily apparent delivery problems are handled under the Consumer User Agreement. The Organization may not tell purchasers that all claims expire after delivery or require proof inconsistent with those terms.

7. Accounting, Payment, Taxes, and Use of Proceeds

7.1 Statements and Review.

Manna Fund will maintain records reasonably sufficient to calculate Eligible Purchases, exclusions, adjustments, and Campaign Proceeds and will provide statements within the timing provided in the Schedule. The Organization must identify a discrepancy within the review period stated in the Schedule, but a clerical error, fraud, or latent accounting issue may be raised within a reasonable time after discovery subject to applicable limitations law.

7.2 Payment.

Manna Fund pays Campaign Proceeds through a third-party payment platform (currently Stripe Connect). The Organization must create and maintain an account on that platform and complete the platform's identity, taxpayer, banking, and beneficial-ownership verification. Completion of that verification is a condition precedent to payment, and no payment is due while verification is incomplete, expired, or rejected. Manna Fund will pay undisputed Campaign Proceeds on the cadence stated in the Schedule, subject to lawful tax reporting, reasonable holds under Section 12, and platform availability. Payment is complete when the funds are available in the Organization's verified platform account. Initiating a transfer does not by itself complete payment; if a transfer fails, is returned, or is reversed, the payment obligation remains outstanding, and Manna Fund will use reasonable efforts to notify the Organization and to reissue payment promptly once the cause is corrected. A settlement delay caused solely by the platform or its financial institutions, and not by Manna Fund, is not a breach of this Section. Manna Fund will not deduct a fee from Campaign Proceeds unless the Schedule states its amount or formula and public disclosures remain accurate.

7.3 Taxes and Receipts.

Each party is responsible for taxes and filings imposed on it. Manna Fund does not promise that Product purchases or Campaign Proceeds are tax-deductible or tax-exempt. Optional checkout tips are retained by Manna Fund as business income under Section 8 and no contribution receipt is issued for them.

7.4 Use of Proceeds.

The Organization will use Campaign Proceeds for the beneficiary and purpose accurately described in the Schedule and public materials, consistent with law and its governing documents. It will not use them for unlawful activity, undisclosed private benefit, bribery, prohibited political activity, sanctions violations, illegal items, or unlawful discrimination, and will keep reasonable substantiating records.

8. Optional Checkout Tips

Checkout may offer a purchaser the option to add a voluntary tip. A tip is paid to and retained by Manna Fund as its own business income. A tip is not a charitable contribution, is not a donation to the Organization, is not Campaign Proceeds, is not passed through to the Organization in whole or in part, and does not increase the amount the Organization receives. The tip option is not preselected and is never required. The Organization may not state or imply that a tip benefits the Organization, and Manna Fund does not report tip amounts to the Organization. If the parties ever wish to enable a true pass-through contribution to the Organization, they must sign a separate addendum identifying the legal recipient, funds flow, purpose, refund and cancellation rules, receipting responsibility, tax treatment, custody and settlement, chargeback treatment, and required registrations.

9. Names, Content, and Intellectual Property

9.1 Reciprocal Campaign Licenses.

Each party retains its names, marks, content, and other intellectual property. The Organization grants Manna Fund a nonexclusive, royalty-free license during the Campaign and wind-down period to host, reproduce, format, display, distribute, and use approved Organization content to review, administer, report, and promote the Campaign. Manna Fund grants the Organization a nonexclusive, nontransferable, revocable license during that period to use approved Manna Fund Campaign assets solely under brand guidelines. Neither license permits sublicensing except to service providers performing authorized work.

9.2 Organization Content.

The Organization represents that it owns or has permission to use and license its submitted names, logos, photographs, beneficiary statements, and other content and that they are accurate and lawful. Manna Fund may reject or remove content presenting an infringement, privacy, safety, or legal risk. Each party will stop new use of the other's marks promptly after termination, subject to archival, legal, and transaction-record needs.

9.3 Platform Components.

Manna Fund and its licensors own the portal, storefront, software, designs, documentation, data compilations, and Manna Fund materials. Nothing grants the Organization a sublicense beyond the limited portal and Campaign-use rights stated here.

10. Privacy, Purchaser Data, and Student Data

10.1 Aggregate Reporting; Supporter Information.

By default, the Organization receives aggregate transaction counts, qualifying sales measures, adjustments, and Campaign Proceeds, plus information about its own Authorized Users. A purchaser's Campaign selection is not consent to Organization marketing. Manna Fund discloses an individual purchaser's name, email address, and telephone number to the Organization only where both of the following are true: (a) the purchaser affirmatively opted in at checkout to sharing that information with the Organization, and (b) the Organization has executed the Supporter Data Sharing Addendum attached as Exhibit B. Absent both, the

Organization receives aggregate reporting only. Manna Fund does not disclose payment information, billing or delivery addresses, order line items, or optional tip amounts to the Organization at any time. Use of any disclosed supporter information is governed by Exhibit B.

10.2 No Student Data in Standard Services.

The standard Services do not accept student accounts, rosters, names, school-issued identifiers, education records, child profiles, or student-level attribution. Campaign codes and links must be organization-level and must not embed student information. Before any school-directed student-data processing, the parties must sign a separate student-data and privacy addendum and implement a workflow compliant with applicable education, children's privacy, security, retention, deletion, parental-rights, and school-policy requirements.

10.3 Additional Data and Security.

If the parties approve additional personal data beyond Exhibit B, a signed addendum must define fields, purpose, legal roles, instructions, consent, permitted disclosures, retention, deletion, security, incident response, and audit rights. The Organization will use reasonable safeguards, restrict access, use data only for the approved purpose, and notify Manna Fund without undue delay of loss or unauthorized access. Public-records obligations will be handled consistently with confidentiality and applicable law.

11. Records, Confidentiality, and Cooperation

11.1 Records and Verification.

Each party will preserve this Agreement, Schedules, approvals, advertisements, disclosures, transaction and adjustment records, payment records, material complaints, and required filings for at least three years after final reconciliation or longer if law requires. On reasonable notice, each will provide records reasonably necessary to verify calculations or compliance, subject to privilege, privacy, security, confidentiality, public-records law, and data minimization.

11.2 Confidentiality.

Nonpublic business, security, Campaign, and personal information disclosed as confidential or reasonably understood to be confidential may be used only to perform this Agreement and disclosed only to authorized personnel, service providers bound by appropriate duties, or as law requires. Confidential information excludes information independently developed, lawfully received without duty, or public through no breach. A legally compelled recipient will give notice when permitted.

11.3 Cooperation.

The parties will cooperate in good faith on consumer complaints, recalls, payment disputes, privacy requests, subpoenas, audits, and government inquiries related to a Campaign. A party receiving a request directed primarily to the other will notify the other when legally permitted.

12. Suspension, Disqualification, Termination, and Wind-Down

12.1 Grounds.

Manna Fund may suspend or disqualify a Campaign or Organization for credible evidence of fraud, material misrepresentation, unlawful solicitation, loss of eligibility, sanctions, security compromise, misuse of funds or data, violation of this Agreement, the Schedule, law, or published eligibility criteria, or a governmental directive. Urgent action may precede notice when reasonably necessary to protect consumers, funds, data, safety, or compliance.

12.2 Review; No Punitive Forfeiture; No Reserve.

Unless prohibited, unsafe, or impracticable, Manna Fund will provide a reasonably specific notice and opportunity to respond and will review submitted information in good faith. Suspension or disqualification does not automatically forfeit accrued but unpaid Campaign Proceeds. Manna Fund may hold or offset only amounts reasonably connected to refunds, cancellations, fraud, unlawful receipt or use, a contractual adjustment, a correction of a calculation error, or an adjudicated obligation, subject to law. Manna Fund may offset such a prior-period adjustment against a future payment of Campaign Proceeds; if no future payment is reasonably expected within ninety days, Manna Fund may invoice the Organization for the adjusted amount and the Organization will pay it within thirty days after receipt. Manna Fund does not withhold a reserve from Campaign Proceeds, and no reserve percentage applies to the Organization. Manna Fund may not offset a payment-card or bank chargeback against Campaign Proceeds; chargebacks are absorbed by Manna Fund under Section 6.2. Undisputed amounts will be paid when lawful. If payment is prohibited, the funds will be held, refunded, escheated, or submitted for judicial direction as applicable, not retained as profit merely because direct payment is barred.

12.3 Termination and Wind-Down.

Either party may decline a future Campaign. Either may terminate an active Campaign for a material breach uncured ten business days after written notice unless incapable of cure or immediate suspension is authorized. On termination, the parties will stop new promotion, disable new attribution within a reasonable period, reconcile accepted orders, honor consumer duties, return or delete data as required, cease new mark use, preserve records, and pay undisputed Campaign Proceeds. Accrued payment, confidentiality, privacy, intellectual property, warranties, liability, indemnity, disputes, and provisions that should survive will survive.

13. Representations, Warranties, and Disclaimers

13.1 Mutual and Express Commitments.

Each party represents that it has authority to enter and perform this Agreement and will comply with laws applicable to its assigned activities. The Organization additionally represents the accuracy, authority, and legality of its Campaign information and content. Manna Fund warrants that it will calculate and pay Campaign Proceeds according to the accepted Schedule, subject to agreed adjustments.

13.2 Disclaimer.

EXCEPT FOR EXPRESS WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PORTAL, CAMPAIGN FEATURES, AND DIGITAL MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE." MANNA FUND DISCLAIMS IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THAT THE PORTAL WILL BE UNINTERRUPTED OR ERROR-FREE OR PRODUCE A PARTICULAR FUNDRAISING RESULT.

13.3 Jurisdictional Limits.

Some jurisdictions do not permit certain warranty exclusions. In those jurisdictions, disclaimers apply only to the maximum extent permitted and required warranties remain for the minimum required period. No disclaimer reduces Manna Fund's express payment duties or nonwaivable consumer obligations.

14. Indemnification and Insurance

14.1 Organization Indemnity.

To the extent permitted by law, the Organization will defend and indemnify Manna Fund and its affiliates, officers, employees, and service providers from a third-party claim arising from the Organization's lack of authority; Organization content; false or unauthorized Campaign statements; unlawful communications; misuse of personal or student data; unlawful use of Campaign Proceeds; or material breach. This does not apply to the extent caused by an indemnified party's negligence, willful misconduct, breach, or violation of law.

14.2 Manna Fund Indemnity.

Manna Fund will defend and indemnify the Organization from a third-party claim that Manna Fund-created software or content, used as authorized and unmodified, infringes a United States copyright or trademark, or that arises from Manna Fund's unlawful retention or diversion of Campaign Proceeds. Manna Fund may obtain rights, modify or replace material, or discontinue it while addressing accrued obligations.

14.3 Procedure.

The indemnified party must provide prompt notice and reasonable cooperation and allow the indemnifying party to control the defense; delayed notice relieves an obligation only to the extent of material prejudice. No settlement may admit fault of, impose nonmonetary duties on, or fail to release an indemnified party without consent, not unreasonably withheld.

14.4 Organization Insurance.

During the Term, the Organization shall, at its own expense, maintain commercial general liability insurance with limits of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate, covering bodily injury, property damage, personal and advertising injury, and claims arising from the Organization's fundraising, promotional, and campaign activities. Upon request, the Organization shall provide Manna Fund with reasonable evidence of such coverage. A governmental or public-entity Organization may satisfy this requirement through lawful self-insurance or participation in a public risk pool. This provision does not waive or expand any governmental immunity or statutory limitation applicable to a public entity. Manna Fund may waive or reduce these limits for a particular Organization in writing, including in the Schedule, where the Organization's size and activities make the stated limits impracticable.

15. Limitation of Liability

15.1 Excluded Categories.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, REVENUE, BUSINESS OPPORTUNITY, OR DATA, ARISING FROM A CAMPAIGN OR THE PORTAL, EVEN IF ADVISED THAT SUCH DAMAGE IS POSSIBLE.

15.2 Campaign Cap.

Each party's aggregate liability arising from a Campaign will not exceed the greater of the Campaign Proceeds paid or payable for that Campaign or five thousand dollars, unless the Schedule states a different negotiated cap.

15.3 Exclusions.

The limitations do not apply to payment obligations or Campaign Proceeds properly due; death, personal injury, or physical property damage; fraud; willful misconduct; gross negligence; unlawful conversion or misdirection of funds; breach of confidentiality or data-security duties; intellectual-property infringement or misappropriation; indemnification obligations; or liability that law prohibits limiting. Each limitation applies only to the maximum lawful extent.

16. Dispute Resolution: Notice, Mediation, Colorado Courts, and Jury Waiver

16.1 Notice and Conference.

Before filing suit, a party must send a written Dispute Notice identifying the Agreement and Campaign, material facts, legal and contractual basis, requested relief, and a good-faith settlement proposal to the notices in Section 18. For fifteen business days after receipt, authorized representatives will confer by telephone or videoconference and exchange reasonably necessary, nonprivileged information.

16.2 Mandatory Nonbinding Mediation.

If unresolved, the parties must submit the dispute to nonbinding mediation administered by JAMS before one mutually selected mediator. If JAMS is unavailable or the parties agree otherwise, they will choose another experienced Colorado mediator. Mediation will occur in Colorado or remotely if agreed or directed by the mediator after considering burden and accessibility.

16.3 Timing, Cost, and Confidentiality.

Mediation will begin within forty-five days after request absent good cause or written agreement. Each party will send a representative with settlement authority and will share mediator and administration fees equally. Each party shall bear its own attorneys' fees at mediation.

16.4 Completion, Tolling, and Urgent Relief.

Notice, conference, and mediation are conditions precedent to litigation. A premature action should be stayed when a stay can preserve rights. The requirement is satisfied at declared impasse, when a party fails to participate after reasonable notice, or sixty days after a proper mediation request if delay was not caused by the filing party. Limitations periods are tolled from receipt of a complete Dispute Notice until thirty days after satisfaction. Temporary or preliminary relief to prevent imminent irreparable harm or preserve a claim may be sought first, but mediation must be pursued promptly.

16.5 Exclusive Judicial Forum.

After unsuccessful mediation, an action may be brought in Colorado state or federal courts. A claim within exclusive federal jurisdiction must be brought in the United States District Court for the District of Colorado. Each party submits to personal jurisdiction and venue, subject to a governmental Organization's nonwaivable statutory forum rights. The prevailing party may seek to recover its reasonable attorney fees and costs.

16.6 MUTUAL JURY-TRIAL WAIVER.

EACH PARTY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW AND WITHIN ITS LAWFUL AUTHORITY, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, CLAIM,

COUNTERCLAIM, OR PROCEEDING ARISING OUT OF OR RELATING TO A CAMPAIGN, THE PORTAL, A CAMPAIGN SCHEDULE, OR THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT IT MAY CONSULT INDEPENDENT COUNSEL. THIS WAIVER DOES NOT REQUIRE ARBITRATION.

17. Governing Law and General Terms

17.1 Governing Law.

Colorado law governs this Agreement and each Schedule without regard to conflict-of-laws principles, except federal law governs federal claims and nonwaivable public-entity or other law controls where applicable.

17.2 Assignment.

Neither party may assign a Schedule without the other's written consent, not unreasonably withheld for a lawful successor. Manna Fund may assign this Agreement in a merger, reorganization, financing, sale of substantially all relevant assets, or transfer of the Services if the assignee assumes applicable obligations. The Organization may assign to a lawful successor that assumes its obligations with consent.

17.3 Force Majeure.

A party is not liable for delay caused by events beyond reasonable control if it mitigates and resumes performance. Force majeure does not excuse safeguarding funds or data, consumer refunds, or paying undisputed amounts when systems are available.

17.4 Severability and Waiver.

If a provision is unlawful or unenforceable, it will be enforced to the maximum lawful extent and reformed only as necessary; the remainder stays effective unless the term defeats the agreement's essential purpose. Mediation, forum selection, and jury waiver are independent; invalidity of one does not create an agreement to arbitrate. A waiver must be express and instance-specific.

17.5 Entire Agreement and Third Parties.

This Agreement, accepted Schedules, and signed addenda are the entire agreement about their subject and supersede prior statements. An amendment must be accepted by authorized representatives. Headings are for convenience; “including” is nonexclusive; electronic records are writings. Except for indemnified parties, identified licensors as to their intellectual property, and an expressly identified beneficiary with a payment right, no third party has beneficiary rights. A student, parent, employee, volunteer, or school affiliate does not personally guarantee the Organization's duties merely by sharing a Campaign link.

17.6 Electronic Execution and Notices.

Electronic signatures, portal acceptance, counterparts, and authenticated records are effective to the extent permitted by law. Each party will retain a complete copy. Notices under this Agreement must be delivered to the addresses in Section 18 and the applicable Schedule.

17.7 Termination by Manna Fund.

Manna Fund may terminate this Agreement or any Campaign for any reason upon fourteen (14) days' written notice to the Organization. Notwithstanding Section 12.3 and without regard to the cure period stated in that Section, Manna Fund may terminate this Agreement or any Campaign immediately upon written notice for cause, including the Organization's material breach of this

Agreement, fraud or misrepresentation, unlawful conduct, misuse of the Platform, failure to maintain required eligibility or approvals, or conduct that could reasonably expose Manna Fund to legal, financial, operational, or reputational harm. Upon termination, the Organization shall immediately cease using Manna Fund's name, trademarks, Platform, and Campaign materials. Termination does not affect rights or obligations accrued before the effective date of termination, including Manna Fund's obligation to pay any Campaign Proceeds accrued and payable as of that date, subject to the adjustment and offset rules in Section 12.2.

18. Manna Fund Contact Information

Manna Fund legal name: Manna Fund, LLC

Physical mailing address: 840 Pendleton Ave., Longmont, CO 80504

Legal notices: support@mannafund.co and the physical address above

Portal support: support@mannafund.co, (860) 712-2966, https://www.mannatech.dev/support

A formal notice is effective when received at both the designated email and mailing address, except where law permits another method. The Organization's notice information is in the applicable Schedule.

EXHIBIT A — CAMPAIGN SCHEDULE

This Campaign Schedule is part of the Organization Campaign Participation Agreement and becomes binding only when completed and accepted by Manna Fund and the Organization. Complete a separate Schedule for each Campaign unless a signed amendment expressly permits otherwise.

A. Parties, Authority, and Eligibility

Item	Campaign-Specific Entry
Organization legal name / public name	[EXACT LEGAL NAME] [NAME THE PUBLIC WILL SEE]
Entity type	[E.G. 501(C)(3) NONPROFIT, CHURCH, PUBLIC SCHOOL, BOOSTER CLUB, PTA/PTO]
Address	[STREET, CITY, STATE, ZIP]
Tax-exempt or nonprofit status documentation	UPLOADED THROUGH THE CAMPAIGN DASHBOARD (IRS DETERMINATION LETTER, CHURCH TAX-EXEMPT LETTER, SCHOOL OR GOVERNMENT LETTER, OR FISCAL-SPONSOR LETTER). NO TAXPAYER IDENTIFICATION NUMBER OR REGISTRATION NUMBER IS COLLECTED OR STORED BY MANNA FUND.
Primary contact for legal notices / Authorized User cap	[FULL NAME] [TITLE] [EMAIL] [PHONE]
Required approvals (if applicable)	[BOARD / DISTRICT / SCHOOL / OTHER APPROVAL AND DATE, IF YOUR ORGANIZATION REQUIRES ONE]
Organization legal-notice address	[EMAIL FOR LEGAL NOTICES] [MAILING ADDRESS FOR LEGAL NOTICES]

B. Campaign Identity and Scope

Item	Campaign-Specific Entry
Campaign name (public)	[NAME SUPPORTERS WILL SEE]
Beneficiary and purpose	[WHO BENEFITS AND WHAT THE FUNDS ARE USED FOR]
Campaign start and end dates	[START DATE] [END DATE (OR “ONGOING”)]
Approved territory	STATE OF COLORADO ONLY (SECTION 5.4)
Qualifying transactions	ELIGIBLE COMPLETED ORDERS ATTRIBUTED TO THIS CAMPAIGN (SECTION 4.3)
Exclusions	CANCELED, VOIDED, FULLY REFUNDED, AND FRAUDULENT ORDERS; TAXES; SHIPPING; OPTIONAL TIPS
Attribution method	[CAMPAIGN LINK / CODE / CHECKOUT SELECTION]

C. Economics, Disclosure, and Payment

Item	Campaign-Specific Entry
Campaign Proceeds formula	A TIERED PERCENTAGE OF NET PROCEEDS PER ELIGIBLE COMPLETED ORDER: 30% FOR ORDERS 1–150 IN A CALENDAR MONTH, 35% FOR 151–400, 40% FOR 401–1,000, AND 45% FOR 1,001 AND ABOVE, WITH THE TIER FIXED AT ORDER PLACEMENT AND THE COUNT RESET MONTHLY. NET PROCEEDS IS DEFINED IN SECTION 4.4. NO MINIMUM PER-ORDER AMOUNT APPLIES.
Approved public disclosure	“Manna Fund donates 30% to 45% of its net proceeds from every eligible completed order to [ORGANIZATION NAME], based on the number of orders placed for this campaign each month: 30% for orders 1–150, 35% for 151–400, 40% for 401–1,000, and 45% for 1,001 and above.”
Manna Fund fee or deduction	NONE
Statement timing	Monthly, with a monthly impact report, plus a final statement at Campaign close
Organization review period	Fifteen (15) days after the statement is issued; latent errors remain discovery-based
Payment timing / minimum	Paid on or about the fifteenth (15th) day of the month following the month in which the orders were placed, after reconciliation. No minimum payout threshold.
Adjustment terms	NO RESERVE IS WITHHELD. ADJUSTMENTS FOR REFUNDS, CANCELLATIONS, FRAUD, AND CALCULATION ERRORS ARE APPLIED IN THE MONTH THE EVENT OCCURS AND MAY BE OFFSET AGAINST FUTURE PAYMENTS OR INVOICED UNDER SECTION 12.2. PAYMENT-CARD AND BANK CHARGEBACKS ARE ABSORBED BY MANNA FUND AND ARE NOT OFFSET.

D. Approved Content, Data, and Contacts

Item	Campaign-Specific Entry
Approved names, marks, and assets	[LIST OR LINK THE VERSIONED ASSET PACKAGE]
Approved marketing channels	[E.G. EMAIL NEWSLETTER, CHURCH BULLETIN, SOCIAL MEDIA, FLYERS]
Purchaser reporting	AGGREGATE ONLY, UNLESS EXHIBIT B IS EXECUTED AND THE SUPPORTER HAS OPTED IN
Student data	NOT PERMITTED UNDER THE STANDARD SERVICES
Campaign operations contact	[NAME] [EMAIL] [PHONE]
Manna Fund campaign contact	Manna Fund Campaign Team, support@mannafund.co, (860) 712-2966
Special terms	[ANYTHING AGREED IN WRITING THAT DIFFERS FROM THE STANDARD TERMS (LEAVE BLANK IF NONE)]

E. Acceptance

Each signer represents that the signer is authorized to accept this Schedule. Electronic acceptance may replace the signature blocks if the portal preserves the accepted text, identity, authority, timestamp, and version.

Manna Fund, LLC	Organization
Signature: ______________________	Signature: ______________________
Name / Title: ______________________	Name / Title: ______________________
Date: ______________________	Date: ______________________

EXHIBIT B — SUPPORTER DATA SHARING ADDENDUM

This Supporter Data Sharing Addendum (this “Addendum”) supplements the Organization Campaign Participation Agreement (the “Agreement”) between Manna Fund, LLC (“Manna Fund”) and the organization identified in the Schedule (“Organization”). Capitalized terms not defined here have the meanings given in the Agreement.

1. Purpose.

This Addendum governs Manna Fund's disclosure to Organization of contact information relating to individuals who place orders attributed to Organization's Campaign (“Supporter Data”). It supplements and does not replace the Agreement.

2. Consent condition.

Manna Fund will disclose Supporter Data only for supporters who have affirmatively consented, at the time of purchase, to the sharing of their information with Organization. Consent is opt-in, is not a condition of purchase, and is recorded with the order together with the version of the consent language presented. Manna Fund makes no representation that any particular number or percentage of supporters will consent.

3. Categories disclosed.

Supporter Data is limited to: supporter first and last name, email address, telephone number (if provided), campaign attribution, order date, and order count. Manna Fund does not disclose payment card data, billing or shipping addresses, order line items, tip amounts, or any other data element.

4. Permitted uses.

Organization may use Supporter Data solely to (a) thank supporters, (b) communicate about Organization's own fundraising campaign and mission, and (c) maintain its internal donor and supporter records. Organization shall not (i) sell, rent, license, trade, or otherwise disclose Supporter Data to any third party, (ii) use Supporter Data for any commercial purpose unrelated to Organization's mission, (iii) append, enrich, or combine Supporter Data with data purchased from third parties, (iv) use Supporter Data for automated decision-making or profiling, or (v) transfer Supporter Data outside the United States.

5. Service providers.

Organization may permit its own email or CRM service provider to process Supporter Data solely to carry out a permitted use, provided the provider is bound by written obligations no less protective than this Addendum. Organization remains fully responsible for its providers' acts and omissions.

6. Communications compliance.

Organization is solely responsible for compliance with all laws applicable to its communications with supporters, including the CAN-SPAM Act, the Telephone Consumer Protection Act, and Colorado law. Every commercial or fundraising email Organization sends to a supporter must identify Organization as the sender, must not state or imply that it originates from Manna Fund, and must include a functioning unsubscribe mechanism honored within ten (10) days.

7. Withdrawal and opt-out.

A supporter may withdraw consent at any time by contacting Manna Fund. Manna Fund will notify Organization of a withdrawal, and Organization shall, within ten (10) business days of notice, cease using that supporter's data and delete it from its active systems and those of its providers, retaining only what applicable law or Organization's accounting obligations require. Organization shall independently honor any opt-out a supporter sends directly to Organization.

8. Safeguards.

Organization shall maintain reasonable administrative, technical, and physical safeguards appropriate to the sensitivity of Supporter Data, including restricting access to Authorized Users with a genuine need to know, individual (non-shared) credentials, and multi-factor authentication where offered.

9. Security incidents.

Organization shall notify Manna Fund in writing within forty-eight (48) hours of discovering any unauthorized access to, acquisition of, use of, or disclosure of Supporter Data, shall cooperate reasonably in investigation and remediation, and shall bear responsibility for any legally required notifications arising from an incident within Organization's systems.

10. No sale; no charitable solicitation representation.

Nothing in this Addendum authorizes Organization to represent that Manna Fund solicits contributions on Organization's behalf. Organization is solely responsible for its own charitable solicitation registrations and disclosures.

11. Term, suspension, and deletion.

This Addendum takes effect on the date signed by both parties and continues until the Agreement terminates or either party terminates this Addendum on thirty (30) days' written notice. Manna Fund may suspend disclosure of Supporter Data immediately if it reasonably believes Organization has breached this Addendum. Within thirty (30) days after termination, Organization shall delete Supporter Data except as required by law, and shall certify deletion in writing on request.

12. Indemnity.

Organization shall defend, indemnify, and hold harmless Manna Fund from any claim, loss, penalty, or expense (including reasonable attorneys' fees) arising from Organization's use, disclosure, or handling of Supporter Data, or from Organization's communications with supporters.

13. Governing law; venue.

Colorado law governs this Addendum, with venue in the Colorado state or federal courts identified in Section 16.5 of the Agreement. All other terms of the Agreement, including limitation of liability, remain in full force.

Manna Fund, LLC	Organization
Signature: ________________________	Signature: ________________________
Name / Title: ____________________	Name / Title: ____________________
Date: ____________________________	Date: ____________________________