

## Contract for implementation of a Co-Funded suggestion

**Contract Reference:** CF-2015-\_\_\_\_\_

**Contract Date:** \_\_\_\_\_

This contract is between **Co-Funded, L.L.C., a Louisiana limited liability company** ("Co-Funded") and \_\_\_\_\_, \_\_\_\_\_ ("Actioning Party").

The suggestion that is the object of this contract ("The Suggestion") refers to the specific suggestion on co-funded.com for ' \_\_\_\_\_ ' with the title ' \_\_\_\_\_ ' that has been accepted by the Actioning Party and approved by Co-Funded. Accepting our terms and the suggestion by the Actioning Party is taken as an implicit signature from both the Actioning Party and Co-Funded for this contract.

The Suggestion has two components that describe the required action. The first component is the suggestion description, as entered by a Co-Funder, and is not relevant to this contract. The second component is the proposal as defined by the Actioning Party when the suggestion was changed to "Accepted" status. The proposal defines the actions that the Actioning Party will take in order to complete The Suggestion.

The proposal for The Suggestion is as follows:

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Timeframe : \_\_\_\_\_

Target Amount : \$ \_\_\_\_\_

Amount you will receive : **Variable - See Schedules of Payment**

No obligations are defined for either party until either one of the two following conditions are met:

1. The Actioning Party marks The Suggestion as "Started" on co-funded.com
2. Co-Funded has received actual payments for The Suggestion from the Co-Funders equal to or greater than the target amount

In scenario 1, the Actioning Party agrees that the minimum compensation for completing The Suggestion is equal to that amount raised at the time The Suggestion was marked as "Started" by the Actioning Party, less transfer fees and administrative fees.

In scenario 2, the Actioning Party agrees to mark The Suggestion as "Started" and commence implementation of the proposal made for The Suggestion within 60 days of the target being reached. The Actioning Party agrees that the minimum compensation for completing the suggestion is equal to the target amount set for The Suggestion less transfer fees and administrative fees.

In both scenarios, the Actioning Party will receive a schedule of payment (Schedule 1) and agrees to have completed The Suggestion as outlined in the proposal within the timeframe specified. (" \_\_\_\_\_ ").

Once completed, the Actioning Party must mark The Suggestion as completed and the voting process is started, as described in the terms and conditions which can be found at <http://www.co-funded.com/terms>. At this point, the Actioning Party will receive a second schedule of payment (Schedule 2).

Once the voting process is completed, Co-Funded will send compensation to the Actioning Party as per the final schedule of payment (Schedule 3) within 30 days of the completion of the voting process.

*(Shown only if the suggestion is for charity)* Once the Actioning Party has received the money, they must make all donations as were specified when the suggestion was accepted. This direction is shown below. Once all donations have been made, photographic proof of the donation must be uploaded to the charity donation proof area for The Suggestion on co-funded.com at <http://www.co-funded.com/>\_\_\_\_\_. The donation and upload of proof must take place within 30 days of receiving payment.

Donation Directions: \_\_\_\_\_

## Schedules of Payment

This contract has up to three appendices, which are automatically generated at key points during the progress of the implementation.

**Schedule 1** is generated when The Suggestion is marked as "Started" and outlines what the Actioning Party can expect to receive at the current funding level if the vote is for approval. **The Schedule 1 is not a statement of what will actually be received once voting has finished.**

**Schedule 2** is generated when The Suggestion is marked as "Completed" and outlines what the Actioning Party can expect to receive if the vote is for approval. **The Schedule 2 is not a statement of what will actually be received once voting has finished.**

**Schedule 3** is generated when the voting process (including re-voting if required) is fully completed. The schedule 3 outlines what funding the Actioning Party will receive and by what date it will be released from escrow.

## Compliance with the Patriot Act

Co-Funded and Actioning Party will comply with the Patriot Act and any other applicable rules and regulations that require Co-Funded, Braintree Payments and/or, Actioning Party to take additional steps to verify funds received from any individual or entity outside of the United States or funds being sent to any individual or entity outside of the United States. Actioning Party agrees to fully comply with any requests for information from Co-Funded or Braintree Payments to carry out such verification process.

## No Securities Offered or Sold

The Actioning Party agrees and acknowledges that no securities or any other type of equity or ownership interest is being offered or sold on Co-Funded's website.