



HEALTHCARE FOUNDERS FUND TRUST, LLC (HFFT)

A background image showing a close-up of two hands shaking in a firm grip. The hands are wearing dark suit sleeves. The background is slightly blurred, showing what appears to be a desk with papers and a pen.

FUND CO-MANAGEMENT AGREEMENT

**FOR PRIVATE LABELED OR NAMED FUND MANAGERS
& REGISTERED FUND CO-MANAGERS**

Prepared by

Doug Sparks

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Date: _____

This program is a private loan among related or collaborative parties, not a securities offering. If any equity conversation occurs it is after the loan closes out. Though this type of network crowdfunding does not fall under the license and liability of a securities dealer; clients often ask their opinions.

MEMORANDUM OF UNDERSTANDING & AGREEMENT

1. PARTIES

1.1. This FUND CO-MANAGEMENT AGREEMENT ("Agreement"), dated as of _____ ("Effective Date"), is entered into by and between First name _____ Lastname _____ of Entity of Any ("Advisor"),

Address – Unit Number, _____ Street Address, Suite, _____ City, _____ State, _____ ZIP

Email - _____ Phone - _____

1.2. The Company, Advisor, and the Fund Manager may hereinafter be referred to as a "Party" and collectively as "Parties".

2. NATURE OF AGREEMENT

2.1. The "Fund Manager" and/or "Fund Advisor" is a strategic partner and co-manager, of his/her sector or series of the global Healthcare Founders Fund Trust.

2.2. HFFT has Series LLC capabilities to separate various private fund managers' accounting from the global pool if requested.

2.3. The Company appoints the Advisor to introduce our Network Crowdfunding to members of his circle of influence.

2.4. This Agreement constitutes a binding expression of the covenants, understanding, and agreement of the Parties with regard to the subject matter.

3. CONSIDERATION & PAYMENT

3.1. HFFT charges a one-time upfront management Fee of 22%, rather than fees for accumulated value, reporting and distribution, which can cost in excess of 30%.

3.2. The "Privately Named Fund" (Unicorn Innovative Growth Fund) Manager receives 15% of this 22%, and an individual or company acting as a "Fund Advisor" shall receive 12% of this service compensation.

3.3. The Private Named Fund will also have an HFFT logo available for use with your fund that says "Esteemed Fund Partner"

3.4. The first co-management fee is wired to the Fund Manager or Advisor within 24 hours of receipt of funds by HFFT.

3.5. All subsequent payments for new funds or funds added to present accounts will be paid each Friday by the end of business.

3.6. The Company shall deposit all payments to the Fund Manager and Fund Advisor's registered bank accounts.

4. COVENANTS, REPRESENTATIONS, & WARRANTIES

4.1. All services, deliverables, and/or work products provided under this Agreement by the Fund Manager and Advisor will be done in accordance with HFFT/Network Crowdfunding standards.

4.2. Each Party represents and guarantees that it has the right, power, and authority to enter into this Agreement and to fully fulfill all of its duties hereunder.

4.3. The Parties further agree that this Agreement shall remain confidential and shall not be disclosed or reproduced in any manner.

5. GENERAL PROVISIONS

5.1. This Agreement shall be valid for one (1) year from the Effective Date and shall either be renewed or terminated thereafter.

- 5.2.All fees accrued or owed will continue as long as the Fund Manager or Fund Advisor’s client has an active account.
- 5.3.All amendments and modifications to this Agreement shall first be mutually agreed upon by the Parties and shall be reduced to writing and attached to this Agreement thereto.
- 5.4.All communications and notices between the Parties in relation to this Agreement shall be made in writing.

6. APPLICABLE LAW

- 6.1.This agreement, as well as any issue or disagreement arising out of or relating to the agreement’s subject matter, will be governed and interpreted by the laws of the State of Texas or a mutually agreed arbitration site.

7. SIGNATURES

IN WITNESS WHEREOF, each of the Parties has signed this Fund Co-Management Agreement on the above-mentioned day and year.

<div></div> <div>Doug Sparks</div> <div>CEO/Founder</div> <div>Alpha Company</div>	<div></div> <div>Fund Manager</div> <div></div> <div>Fund Name</div> <div></div> <div></div> <div>Fund Advisor</div> <div></div> <div>Fund/Individual Name</div>
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