



Application for participation in the crowdfunding site, Rainmakers for Business

This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law.

Legal Name of Applicant Business	Business Tax ID Number
Street Address	City
State and Zip	Phone Number
Email	Cell Phone Number
Legal Name of Owner	Date of Birth and Social Security Number
Legal Name of Owner	Date of Birth and Social Security Number
Other Business Owners/Partners	Legal form of Business <input type="checkbox"/> C-Corp <input type="checkbox"/> S-Corp <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship
Date Business Established	Campaign Goal \$1,000-\$15,000
Use of Funds (1000 characters)	
<p>a. Has the Applicant or any Owner of the company ever been convicted, charged with or arrested for any criminal offense other than a minor motor vehicle violation? Yes ___ No___ If yes, furnish details in a separate exhibit.</p> <p>b. Is the Applicant or any Owner a party to a claim or lawsuit? Yes ___ No___ If yes, furnish details in a separate exhibit.</p> <p>c. Are any business assets currently pledged as collateral? Yes ___ No___ If yes, furnish details in a separate exhibit.</p> <p>d. Has the Applicant or any Owner ever declared bankruptcy? Yes ___ No___ If yes, furnish details in a separate exhibit.</p>	
**Disclosure of this information is voluntary and has no bearing on the credit decision. This data is collected for program reporting purposes. The information provided will remain confidential and will be reported as borrower aggregate statistics, not individual data. This information helps Business Impact NW to improve its delivery of service and allows us to better fulfill our mission.	
Race (mark one or more) <input type="checkbox"/> Caucasian <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> African or African American <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> LGBTQ+	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other Ethnicity <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino Veteran Status <input type="checkbox"/> Non-Veteran <input type="checkbox"/> Veteran

**AGREEMENT/SIGNATURE (S)**

The applicant certifies that all information provided in conjunction with this application for credit is complete, true and correct and authorizes Business Impact NW to obtain credit reports on the Applicant, Owner(s) and any Guarantor, if required. If approved for a loan, all parties agree to comply with the terms and conditions of the loan documents. Each person signing below certifies they are authorized to do so. A loan submission request does not guarantee an approved loan. By signing this application you agree to the attached terms and conditions.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 (Owner)

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 (Owner if more than one)

**BIN Program**  
**Participation Agreement**  
**(Borrower)**

By accessing and submitting a loan funding request, you (“Borrower”) are indicating your acceptance and agreement to the following terms and conditions of the Business Impact Northwest (“BIN”) peer-to-peer lending program, BIN Program Agreement (“Agreement”) and any amendments.

**1. BIN Program.** Subject to the terms and conditions of this Agreement, BIN has developed and provides a peer-to-peer lending program (“BIN Program”) whereby: (i) BIN provides a web-based marketing, loan origination and servicing platform (“Platform”) containing the features described below for loans (“Loans”), (ii) BIN will operate the Platform and enable individual borrowers to request loans and individual lenders to fund Loans through the Platform; (iii) BIN will market the Platform and enroll borrowers and lenders into the BIN Program; and (iv) BIN will service the Loans on behalf of the Borrower and lender.

**2. Loan Origination Services.** BIN will provide the following loan origination services:

a. **Loans.** Loans will be credit rate based, zero interest rate, fully amortizing, and unsecured term loans, with terms from [36] months to [60] months, funded by individual lenders and issued in the name of such individual lender. BIN Program loan credit criteria and file review procedures are described in the BIN Program Credit Policy attached as Exhibit A, as modified from time to time (“Credit Policy”). BIN may modify the Credit Policy and Loan Rates from time to time. Lender is under no obligation to approve and/or fund any Loan and Lender will approve and/or fund Loans in its sole and absolute discretion. BIN and Lender agree the Loans will be subject to the Operating Rules in Exhibit B.

b. **BIN Program Loan Limits.** BIN will set limits on the dollar amount of Loans available under the BIN Program (“Loan Limits”). BIN may adjust the maximum Loan Limits at any time and such adjustments shall become effective immediately. Borrower may request loans with loan amounts less than the Loan Limits.

c. **Credit Report Authorization.** BIN will, as agent for and on behalf of Lender, gather and review the relevant credit file information for Borrower through a secure online service. Borrower authorizes BIN to obtain a credit report of Borrower and to disclose and share the credit report and information, on Borrower’s behalf with interested lenders, subject BIN’s Confidentiality requirements.

d. **Identity Verification.** BIN will, as agent for and on behalf of Lender, confirm Borrower’s identity and gather any required “know your customer” information, including OFAC and USA Patriot Act requirements, through a variety of online and offline processes and provide such information to Lender for review upon Lender’s request.

e. **Borrower Information Verification.** BIN will exercise commercially reasonable efforts to confirm and gather documentation related to Borrower’s information including employment and income. BIN will deliver such income verification information and documentation to Lender for review.

f. **Lender’s Final Loan Approval Decision.** Lender will review application materials and approve or decline Borrower’s Loan application, in its sole and absolute discretion, as provided in the Operating Rules.

g. **Loan Documents.** BIN will prepare the loan agreement or promissory note between a lender and Borrower along with all required regulatory disclosures, including denial notices, (“Loan Documents”) in Borrower and lender’s name, obtain required signatures and deliver such Loan Documents to Borrower and to lender. BIN agrees to complete and deliver said forms and disclosures in a timely and legally compliant manner.

h. **Disbursement.** Lender will make Loan funds available to BIN via funds transfer and BIN will remit such funds to BIN’s designated clearing account. After funding, BIN will make electronic copies of all Loan Documents available to Lender within 2 business days via a mutually acceptable electronic format. BIN will disburse the loan proceeds to Borrower’s designated account as provided in the Operating Rules. Borrower agrees to pay a Loan Origination Fee as set forth on Exhibit B.

i. **Record Retention.** BIN agrees to securely retain all Borrower loan documents for a period of seven years from the date of the loan and Borrower may request any loan document from BIN at anytime.

**3. Loan Servicing**

a. **BIN Program Primary Borrower Contact.** BIN’s website and customer service staff will be the primary points of contact for Borrower interaction regarding the BIN Program. Lender will have no duties or responsibilities to contact Borrower, except in the event of a borrower default on the loan.

b. **Loan Servicing.** BIN will perform all loan servicing activities related to Loans, including collecting periodic payments, remitting loan payment proceeds to Lender, the generation and delivery of statements, disclosures, and tax-related documents and handling Borrower inquiries. BIN will remit to Lender all funds received from Borrower, including any fees, on a “collected funds” basis. BIN agrees that it will not take or attempt to take any action to enforce, change or affect the legal rights of Borrower or Lender under the Loan, including but not limited to actions to:

- i. Make or consent to any amendments in the terms and conditions of a Loan;
- ii. Waive or release any claim against lender or Borrowers and/or against any co-maker, guarantor or endorser under a Loan;
- iii. Accelerate payment under a Loan and/or any note evidencing a Loan;
- iv. Exercise any rights of Borrower or lender under a Loan.

c. **Loan Delinquency.** Borrower agrees that in the event of any late payment or non-payment, BIN will immediately notify lender of such event. Lender shall be fully responsible for taking any action to enforce the Loan or default condition, separate and independent of the BIN Program. BIN is not licensed to and will not perform any collections communications to Borrower or activities for Lender.

#### 4. Additional BIN Duties.

a. **BIN Website.** BIN will, in its sole discretion, develop and maintain a peer-to-peer lending website to operate the BIN Program. BIN will host the BIN-branded website and related technology platform, which shall be the only means through which borrowers and lenders can participate in the BIN Program ("BIN Website"). BIN will maintain a social networking aspect of the BIN Program that allows borrowers and lenders to engage in peer-to-peer lending. By accessing the website Borrower agrees to the BIN Website Terms and Conditions of Use, which are incorporated herein. BIN will, at its own expense and in its sole discretion, conduct additional marketing programs that may include both online and traditional media campaigns to promote the BIN Program. The BIN Website may contain links to other Internet sites and telephone numbers for services provided by others. The availability of such third party sites, services or material does not constitute any form of recommendation, advice, endorsement or publication of any such third party sites, services or material and BIN is not responsible for their availability or content.

b. **BIN Website Security.** BIN will use commercially reasonable efforts to ensure that all BIN Program-related data ("Data") and the BIN Website are virus and error free. Borrower agrees, however, that due to the possibility of third party sources from which some of the Data and information on the BIN Website is obtained and the nature of distribution of data and information via the Internet, BIN cannot guarantee, warrant or represent that: (i) the Data and information is complete, accurate, up-to-date or error-free; or (ii) the Data, BIN Website or related software is virus free or that their operation will be continuous, uninterrupted or error-free. BIN will not share or permit lender to download any Data or Borrower information, except BIN will provide lender with loan application information, the executed loan agreement and loan payment and servicing information regarding the Loan.

#### 5. Borrower Duties.

a. **Lender Approval of the BIN Program.** Borrower represents and warrants that (i) Borrower is an individual or an organization validly existing and in good standing under the laws of the state of organization; (ii) Borrower is fully authorized to execute this Agreement and performance the transactions contemplated hereby and do not require any consent or other action by or in respect of, or filing with, any third party or governmental body or agency, and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable law or regulation and (iii) Borrower hereby agrees that it shall comply with all the terms and conditions of Loans under the BIN Program and performing and fulfilling its obligations under the terms of this Agreement.

b. **Borrower Authorization.** Borrower agrees to voluntarily provide personal information ("Profile Information") to obtain financial assistance from BIN. Borrower authorizes BIN to request credit information from a credit reporting agency to underwrite the Loan for lender and to conduct the loan origination and servicing obligations under this Agreement. Borrower will supply to BIN such information, and provide BIN with such cooperation, as may be reasonably necessary to enable BIN to perform its obligations under this Agreement.

c. **Clearing Account.** Borrower will establish a single Clearing Account for the debit and credit of funds between BIN and Borrower.

d. **Website Access to Post Business Profile Information.** Borrower agrees to pay a monthly access fee as set forth on Exhibit B for BIN to post Borrower's business Profile Information on the BIN website.

e. **Prohibited Use of Lender Marks.** Borrower shall not use BIN's name, design, image, visual representation, logo, service mark, trade dress, trade name, or trademark (the "Marks") for any purpose.

6. **Confidentiality.** Each party shall materially comply with all federal, and state statutes, rules and regulations with respect to its respective activities related to the BIN Program, all as reasonably interpreted by such party. The parties agree that all data relating to lender and Borrower shall constitute "Confidential Information" require protection against unauthorized use, reproduction, distribution or disclosure. Each party agrees to comply with the privacy laws affecting it and not to take any action to cause the other party to violate the privacy laws affecting it. If the applicable privacy laws change, the parties shall take such action as is necessary to comply with the law, as it then exists. BIN agrees not to disclose or share Borrower's Confidential Information, in any form or medium, by BIN or by any of BIN's employees or agents to any other person, firm, or corporation except to Lender and as is expressly permitted by Borrower in writing. In no event shall BIN take precautions any less stringent than those employed to protect its own proprietary and confidential information. BIN agrees to safeguard the Confidential Information against unauthorized access, disclosure or use under the same standards and practices it uses to safeguard its own Confidential Information. BIN will fully disclose to Borrower any information related to a breach or unauthorized access of the Borrower's data maintained by BIN and to take appropriate action to address any incident of unauthorized access. Borrower agrees not to disclose or share any borrower Confidential Information in any form or medium, to any other person, firm, or corporation except as is expressly permitted by Borrower in writing or as permitted by applicable law. In no event shall Borrower take precautions any less stringent than those employed to protect its own proprietary and confidential information.

**7. Reports and Records.** BIN will provide to Borrower, in electronic form, all borrower transaction and servicing data, in periodic reports send electronically to Borrower. BIN will prepare and maintain all records in support of the underwriting, issuing and servicing of Loans in the BIN Program during the period that such Loan is active and being serviced by BIN. BIN will make these records available to Borrower to view, download or print as needed by Borrower. BIN will not be responsible for the maintenance and storage of any Loan records and documentation after the period of active servicing by BIN.

**8. Termination and Effect of Termination.** Either party may terminate this Agreement for any reason upon 10 days written notice to the other party. In the event of a termination, BIN will complete all Loan application-related services for applications initiated as of the date the notice of termination is received by the non-terminating party (the "Notice Date"). BIN shall continue to perform all Loan servicing activities for the period necessary to ensure an orderly transition to lender or lender's designee but in no event for less than 90 days after the Notice Date, and Lender will remit payment to BIN for such services as per the terms of this Agreement. After the Notice Date, either party may require the transfer of Loan servicing activities to Lender or Lender's designee provided that such party gives the other party at least 45 days written notice. Upon termination, BIN will deliver to lender electronic copies of any and all documentation, reports or files necessary for lender to continue the servicing of a Loan including any borrower data, transaction history, and servicing history.

**9. Intellectual Property Rights Ownership.** BIN warrants to Borrower that it either owns the Intellectual Property Rights (defined below) in, or is otherwise entitled to use (i) the BIN Website (ii) the computer programs and business processes used to perform BIN's loan origination and servicing obligations under this Agreement in relation to the BIN Program ("BIN Platform"), and that neither the BIN Marks nor the BIN Platform infringes the Intellectual Property Rights of any third party. Nothing in this Agreement shall transfer to, or vest in either party any of BIN's Intellectual Property Rights to Lender. For the purposes of this Agreement, "Intellectual Property Rights" means all rights in inventions, patents, trademarks, trade secrets, service marks, trade names, rights in designs, copyrights, (including rights in computer software) rights in know-how, moral rights, rights in confidential information, rights in databases, compilation rights and topography rights and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world (whether or not any of these is registered and including application for registration of any such thing). For BIN, Intellectual Property Rights shall also include the right to use the Platform, including all portions thereof, and all related business and marketing strategies and plans.

**10. Limitation of Liability.**

a. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, NON-INFRINGEMENT, OR WARRANTIES AGAINST INTERFERENCE WITH THE ENJOYMENT OF SERVICES OR INFORMATION, OR THAT THE SERVICES OR INFORMATION ARE ERROR-FREE OR THAT ACCESS WILL BE SECURE OR UNINTERRUPTED.

b. NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE BIN PROGRAM, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, WHETHER IN CONTRACT, TORT (WHETHER IN NEGLIGENCE OR STRICT LIABILITY) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF THAT PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT OF THE PRINCIPAL OUTSTANDING UNDER LOANS MADE BY LENDER UNDER THIS AGREEMENT AT THE TIME SUCH LIABILITY ACCRUES.

c. EACH PROVISION OF THE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY BIN TO LENDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY FOR THAT PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**11. Indemnification.**

a. **Breach of Warranties and Obligations** – Each party shall indemnify and keep indemnified and defend the other against any and all claims, actions, losses, damages, costs and expenses (including reasonable legal fees, costs and expenses) arising out of or in relation to any breach by it of any of its warranties and any breach by it of its obligations in this Agreement.

b. **Conditions of Indemnification** - All indemnities given in this Agreement are subject to:

- i. The indemnified party using its reasonable endeavors to mitigate any loss it may suffer including the obligation to claim under its own insurance policies or to seek to recover such sum from a third party;
- ii. The indemnifying party shall have the right to assume the defense and settlement of any claim and, if it does so, shall keep the indemnified party informed of the status of the defense;
- iii. The indemnified party keeping the indemnifying party fully informed of, and consulting the indemnifying party about, the conduct of any claim or action which is within the scope of the indemnity including any related settlement negotiations; and
- iv. The indemnified party not making any statement prejudicial to the indemnifying party.



- 12. Dispute Resolution.** In the event the parties have a dispute under this Agreement that cannot be amicably resolved, the parties agree to submit the dispute upon the written demand of another party, to JAMS in Seattle, Washington for resolution in accordance with their procedures. The costs of arbitration and reasonable counsel fees will be borne by the party determined by the arbitrator to be the non-prevailing party. If the arbitrator does not make a finding as to whether a party is to be considered a prevailing party, the costs of arbitration shall be shared equally by the parties and each party shall bear its own counsel fees. The parties agree to be bound by the decision of the arbitrator. Notwithstanding anything herein to the contrary, both parties agree that injunctive relief is appropriate in certain cases in which monetary damages may not be an adequate remedy and hereby agree that the non-breaching party may seek an injunctive order from a court of competent jurisdiction.
- 13. Notices.** All notices and other communications under this Agreement shall be in writing and shall be delivered in person or sent by reputable delivery service, the receipt of which can be tracked, and deemed to have been duly submitted when received by the respective party at the address set forth below each party's signature, or at such other addresses as that party may specify to the other by written notice. All other communication shall be made at the discretion of each of the parties commensurate with the gravity/importance of the communication.
- 14. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (without regard to conflict of laws principles), and the Parties irrevocably submit to the non-exclusive jurisdiction of the courts of the State of Washington and the Federal Courts of the United States located in Seattle, Washington.
- 15. No Third Party Rights.** None of the provisions of this Agreement are intended to confer any benefit on any third person, and no person other than a party may enforce this Agreement.
- 16. No Partnership or Joint Venture.** Nothing in this Agreement shall be construed as making the parties partners or joint venturers or render any party liable for any of the debts or obligations of any other party. Lender is not, and shall not hold itself out as, the agent of BIN and under no circumstances shall Lender have authority to bind BIN or hold itself out to any third party as having such authority.
- 17. Force Majeure.** Neither of the parties to this Agreement shall be responsible to the other party for any delay in performance or non-performance due to the extent such performance is prevented by any cause beyond that party's reasonable control (a "Force Majeure Event"), but the affected party shall promptly upon the occurrence of any such Force Majeure Event inform the other party in writing, stating that such cause has delayed or prevented its performance hereunder and thereafter such party shall take all action within its power to comply with the terms of this Agreement as fully and promptly as possible.
- 18. Waiver.** The failure of either party at any time to enforce any of the provisions of this Agreement or to exercise any right under this Agreement shall in no way affect that party's rights after any failure or constitute a waiver of that right.
- 19. Continuing Provisions.** The termination of this Agreement for whatever reason shall not terminate any provision that is expressly or by implication provided to come into or continue in force after such termination and shall be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 20. Severability.** If any clause or paragraph of this Agreement is held invalid or is otherwise unenforceable the remainder of the Agreement shall not also be invalidated unless in the reasonable opinion of BIN the purpose of this Agreement is frustrated as a result.
- 21. No Lender Assignment.** Lender may not assign its rights and/or obligations pursuant to the Agreement without the prior written consent of BIN.
- 22. Entire Agreement.** This document and all Exhibits and other Attachments attached hereto contain the entire agreement between the parties and cannot be modified in any respect except as provided herein. No amendment or modification of this agreement shall be effective unless it is in writing and executed by all of the parties hereto, provided that both parties agree that Exhibits hereto and any updates of such Exhibits as may be approved from time to time may be approved and executed by officers of either party without the need for any other corporate approvals. Both parties agree a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## Operating Rules

### Section 1. Loan Decision Process.

- a. Business Recruited/Applies for Crowd Funding Program
- b. Business Impact NW determines eligibility based on underwriting criteria below
- c. If eligible, Business Impact NW will help borrower get their business information on the Business Impact NW run web site
- d. If ineligible, Business Impact NW will communicate that to the borrower
- e. The borrower's business will have a campaign on the Business Impact NW run web site to raise capital from individual lenders in the form of a zero interest loan.
- f. If the borrower's campaign is successful Business Impact NW will facilitate payment of the zero interest loan from the lenders to the borrower.
- g. If the borrower's campaign is unsuccessful Business Impact NW will facilitate refunds to the lenders. Refunds will be for lending capital only. Any donation made to Business Impact NW will not be subject to the refund.

### Section 2. Loan Application Review Process.

- a. **BIN Underwriting Criteria** – BIN will review a Loan application and indicate the approval or denial of such applications. BIN will require the following underwriting requirements:
  - At least 6 months operation
  - A submitted business plan/business model canvas
  - Use of funds description
  - Prior year's financial statements (if business operations are less than 12 months, borrower shall provide all available months)
  - Business financial projections for the next 12 months
  - Current business license
  - Corporate documents and/or Operating Agreement
  - Credit check
- b. Decisions regarding Loan application eligibility will be determined within 5 business days from submission of all needed information.
- c. All decisions will be communicated in writing

### Section 3. Money Flows.

- a. **Loan Disbursement** – BIN will transmit a Loan funding request to Lender by 5:00 PM Pacific Time after all the necessary pre-disbursement actions, including, but not limited to, final Lender underwriting approval and e-signature of the promissory note, have been completed (the "Fund Request Day"). Lender will wire such funds to Lender's Clearing Account and transfer to BIN's designated "disbursement" account as soon as possible after such funding request is received by Lender but in no event later than 5:00 PM Pacific Time on the business day following the Fund Request Day. Once BIN receives the appropriate funds, BIN will disburse the Loan proceeds to the borrower through an ACH credit to the borrower's designated demand deposit account as soon as possible but in no event later than the ACH cutoff time on the following business day. Lender may choose to periodically pre-fund the disbursement account based on Loan volume estimates provided by BIN.
- b. **Loan Repayments** – BIN will debit Borrower's designated demand deposit account each month for the appropriate amount (the scheduled monthly loan payment minus any fees) through an ACH debit transaction to BIN's designated financial institution account. BIN will hold such monthly payments for 3 business days in order to clear the NSF/incorrect account number ACH return window. Once cleared, BIN will transfer all borrower payments to Lender via ACH credit transaction. Upon request from Lender, BIN will calculate and pay Lender its pro-rata share of any interest accrued on amounts held in the "member" account.
- c. **Borrower Loan Fees** – BIN will debit Borrower's designated demand deposit account for any fees incurred by such borrower through an ACH debit transaction to the "member" bank account. BIN will hold such fee payments for 3 business days in order to clear the NSF/incorrect account number ACH return window. Once cleared, BIN will transfer all fee payments to Lender via ACH credit transaction. Upon request from Lender, BIN will calculate and pay Lender its pro-rata share of any interest accrued on amounts held in the "member" account.
- d. **ACH Returns** – BIN will promptly notify lender of any ACH returns. If ACH returns occur within the 3-day "collected funds" holding period, BIN will return such cash to the appropriate financial institution and pursue a resolution. If ACH returns occur after the 3-day "good funds" holding period and lender has received such amounts from BIN, lender agrees to promptly return such funds to BIN via wire transaction. Once received by BIN, BIN will promptly return such funds to the appropriate financial institution and pursue a resolution. BIN will deliver detailed reports of all ACH return activities and will adjust all other BIN systems and reports accordingly.



BIN Program Fees

Loan Related Fees

<b>Loan Origination Fee</b>	<b>Monthly Access Fee</b>
\$150 (paid by borrower)	\$35 (paid by borrower)

Late Payment/Missed Payment Fees

Late Payment Processing Fee (ACH)	\$65 per late payment
NSF Processing Fee	\$65 per NSF