

The Equity Building System™

P.O. Box 246 Maumee, OH 43537 PHONE (419) 866-1910 FAX (419) 868-2933

Enrollment Form

CLIENT INFORMATION

CLIENT _____ SOC SEC # _____ - _____ - _____

CLIENT _____ SOC SEC # _____ - _____ - _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ EMAIL ADDRESS _____

HOME PHONE (_____) _____ - _____ SECOND PHONE (_____) _____ - _____

LENDER INFORMATION – PAYMENT ADDRESS

LENDER 'S NAME _____ LOAN # _____

ADDRESS _____ PHONE #(_____) _____ - _____

CITY _____ STATE _____ ZIP _____

For the following refer to Mortgage, Note, Loan and Statements to ensure accuracy and timeliness of information

ORIGINAL: Amount \$ _____ Interest % _____ Term (Months) _____ 1stPayment Due ____/____/____

Payment: P & I: \$ _____ Escrow \$ _____ Total Payment \$ _____ Grace Period _____

CLIENT ACCOUNT INFORMATION/AGREEMENT

TYPE OF ACCOUNT: CHECKING () SAVINGS () CREDIT UNION ()*

ACCOUNT NAME(S) _____ ACCT # _____

BANK NAME _____ ABA RT# _____

BANK ADDRESS _____ PHONE #(_____) _____ - _____

CITY _____ STATE _____ ZIP _____

Please attach a VOIDED CHECK or DEPOSIT SLIP for account described above

The undersigned hereby authorizes GEMCAP EQUITY MANAGEMENT, INC., or it's assignees, to initiate debits to the account described above for the purpose of making payments on the loan described above.

The debits are made on a bi-weekly basis. Please note: The loan payment is NOT paid bi-weekly, but once per month. Most Lenders do not accept half payments.

\$ _____ Bi-weekly Debit amount equal to ½ of required monthly loan payment.

\$ _____ 3.95 Transfer Fee for processing and electronic transfers

\$ _____ 9.00 The Family Protection Plan: Identity Theft Protection & Restoration, Legal and Tax Program

\$ _____ Additional payment to principal (if desired)

\$ _____ Total **authorized debit amount**

The estimated date of the first debit is: ____/____/____ One time Double Debit: Yes ____ No ____

This authorization will be in effect until terminated by the written notice of the undersigned to GEMCAP EQUITY MANAGEMENT, INC., or its assignees. Such notice should allow a reasonable time for the completion of required actions.

AUTHORIZATION

To the LENDER (It's successors and/or assigns) whose name and address is entered above:

This document serves as notice that I (We) have authorized GEMCAP EQUITY MANAGEMENT, INC., or it's assignees, to transmit the payment of my (our) loan account referenced above. Please provide GEMCAP EQUITY MANAGEMENT, INC., or it's assignees, with all the information, which they may request regarding this loan. A copy of this authorization may be accepted as an original. Further, I (We) have authorized GEMCAP EQUITY MANAGEMENT, INC., or it's assignees, make prepayments to the principal balance of the reference account. GEMCAP EQUITY MANAGEMENT, INC has assigned Metropolitan Commercial Bank® (MCB), administered by TCCI, as the service provider of the Equity Building System™. GEMCAP EQUITY MANAGEMENT, INC markets and distributes The Equity Building System™.

The undersigned has read the terms and conditions as printed on this application (including sections 1 through 15 on the reverse side) and understands and agrees to these terms and conditions.

The one-time lifetime enrollment fee is _____ (collected from your first extra principal payment (s))

SIGNED _____ DATED ____/____/____

SIGNED _____ DATED ____/____/____

The applicant(s) has received a copy of this application and the Equity Building System Q&A Guide.

Rep Name: _____ Rep Code: _____ DATED ____/____/____

(PLEASE PRINT NAME)

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Terms and Conditions

1. The parties to this agreement are GEMCAP EQUITY MANAGEMENT, INC.; it 's assignees, and the individual or individuals listed on the application. In the case of the loan ownership changing hands the lender on the application may also change at corresponding times. CURRENT ASSIGNEE: GEMCAP EQUITY MANAGEMENT, INC has assigned Metropolitan Commercial Bank® (MCB), administered by TCCI, as the service provider of the Equity Building System™.
2. The services provided for the client by GEMCAP EQUITY MANAGEMENT, INC., or its assignees, will consist of the following:
 - A. Causing a charge to be made every other week (bi-weekly) against the client 's bank/deposit account. This charge will be equal to one-half of the client 's monthly loan payment plus the transfer fee stated in the application, plus any additional amount authorized by the client. This may change based on choice of debit schedule.
 - B. **Causing a payment to be made once each month to the account of the listed loan payee.**
Each such payment to be equal to the required monthly loan payment due on the listed loan and any additional funds authorized and provided by the client under paragraph "A" above.
 - C. Causing a payment to be made once every twelve months to the account of the loan payee for the reduction of the outstanding balance of the listed loan. This payment will remit all funds collected under "A", less the transfer fees, less any accrued insufficient fund charges, and less any amounts, which have previously been remitted under "B". This may change based on choice of debit schedule.
 - D. Reporting to the client, once per year upon request, the total amounts collected and remitted during the previous calendar year, as well as the scheduled debit days for the current year.
3. The parties agree that the services by GEMCAP EQUITY MANAGEMENT, INC., or it 's assignees, on behalf of the client, listed above, will continue until the client cancels this agreement by providing GEMCAP EQUITY MANAGEMENT, INC., or it 's assignees, with written 30-day notice or until GEMCAP EQUITY MANAGEMENT, INC., or its assignees, cancel this agreement in accordance with paragraph 4 below, or until only one payment remains before the loan is paid-in-full. The client has the right to stop payment on any transfer by the bank or financial institution. However, any stop payment will result in termination.
4. GEMCAP EQUITY MANAGEMENT, INC., or it's assignees, may terminate this agreement if:
 - A. The charge against the listed account is dishonored by the receiving institution due to insufficient funds three times in a 12-month period.
 - B. The listed deposit account is closed or a stop payment order is issued against the charge.
5. When this agreement is terminated for any cause, GEMCAP EQUITY MANAGEMENT, INC., or it 's assignees, will remit all funds then held for the client to the client, less any accrued charges for insufficient funds, and less any cost incurred by GEMCAP EQUITY MANAGEMENT, INC., or its assignees, on behalf of the client.
6. If the receiving institution, because of insufficient funds in the client 's deposit account with that institution returns a bi-weekly charge, a NSF Returned Item Fee will accrue at the current bank rate against the balance in the client 's funds held by GEMCAP EQUITY MANAGEMENT, INC, or its assignees.
The insufficient fund's charge will be debited, from the client's account, approximately one week after the failed transaction. You can avoid this possibility by simply adding overdraft protection to your account through your bank.
7. Client acknowledges and agrees that this agreement in no way alters or diminishes the client's obligations under the client's loan contract. Client agrees to indemnify and hold harmless GEMCAP EQUITY MANAGEMENT, INC., or it 's assignees, and it 's authorized Independent Distributors, service providers, and the bank in which GEMCAP EQUITY MANAGEMENT, INC., or it 's assignees, keeps the client 's funds from and against any claims, liabilities, attorney 's fees, costs or penalties arising out of the client 's default under the loan, or under this Agreement, or which results from any event or circumstance outside the control of GEMCAP EQUITY MANAGEMENT, INC., or its assignees. In no event, shall GEMCAP EQUITY MANAGEMENT, INC., or it 's assignees, be responsible for consequential, incidental, or third party damages, even if GEMCAP EQUITY MANAGEMENT, INC., or its assignees, has been advised of the possibility of such damages occurring.
8. Client acknowledges that any charges assessed by the client 's bank or financial institution on account of electronic transfers or insufficient funds are the client 's responsibility.
9. Client assumes total responsibility to communicate to GEMCAP EQUITY MANAGEMENT, INC., or it 's assignees, in writing any information that may affect the monthly payment of the client 's loan, including, but not limited to:
 - A. Changes in the amount of monthly payments
 - B. Changes in the client 's address.
 - C. Changes in the client 's banking relationship.
 - D. Changes in the servicer for the loan (address, account number, etc)
10. Client agrees that he/she will give immediate notice in writing to GEMCAP EQUITY MANAGEMENT, INC., or it 's assignees, in the event the client receives a delinquency notice from the loan payee (lender).
11. Client warrants to GEMCAP EQUITY MANAGEMENT, INC., or it 's assignees, that all of the information furnished by the client on the application is accurate and complete.
12. The client has three business days, beginning on the signed date of this contract, to terminate or cancel this agreement. If the client has been working through an Independent Distributor, then the client must contact such Distributor in writing to request any refund of enrollment fees. In those instances, where client has been working with an Independent Distributor, client understands and acknowledges that GEMCAP EQUITY MANAGEMENT, INC. is not responsible for any refund of fees that may be due to the client. GEMCAP EQUITY MANAGEMENT, INC. may, upon the request from the client, refund the wholesale cost of the EBS up to, and not after, the first debit from the client 's bank account (The wholesale cost is the cost of the EBS program that the Independent Distributor remitted to GEMCAP EQUITY MANAGEMENT, INC. with said clients' application).
13. This agreement constitutes the entire agreement between the parties and may not be amended in whole or in part except by mutual agreement in writing signed by the parties. No Independent Distributor of GEMCAP EQUITY MANAGEMENT, INC., is authorized to make any representation or agreement contrary to the provisions contained in this agreement. Client acknowledges that no such representations or agreements have been made.
14. The laws of the State of Ohio hereto shall govern this agreement and the rights of the parties. Any disputes arising under this agreement shall be adjudicated in a court of competent jurisdiction in Lucas County, Ohio.
15. A judicial determination that any provision of this agreement is invalid in whole or in part shall not affect the enforceability of those provisions found not to be invalid.
16. The Family Protection Plan is not administered or owned by GEMCAP EQUITY MANAGEMENT, INC. This service is administered through Legal Club of America ®. Canceling the EBS DOES NOT CANCEL membership into The Family Protection Plan.

CLIENT 'S INITIALS _____ CLIENT 'S INITIALS _____

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