



## Young Professionals Network

**LiftFund Mission** is to provide credit and services to small businesses and entrepreneurs who do not have access to loans from commercial sources and to provide leadership and innovation to the microlending industry.

The mission of the **LiftFund Young Professionals Network (YPN)** is to involve dynamic young professionals in support of LiftFund's mission in their communities. Members of the YPN believe that creating, sustaining, and growing small business is the key to economic development in their communities. The YPN exists to support and promote LiftFund's mission.

The YPB will be comprised of no more than **15 representatives per city** for a term of 2 years. The goals for the LiftFund Young Professionals Network are to increase awareness in the communities in which it is formed, through attending and hosting events, identifying and cultivate prospects to increase fundraising in these markets, and receive board development to lay the foundation for future board or committee service.

## About LiftFund:

Established in 1994 in San Antonio, LiftFund is a non-profit small business lender dedicated to helping hardworking entrepreneurs create jobs, change lives, and strengthen communities. Since opening, LiftFund has made over 17,407 loans totaling more than \$210 million.

## Expectations of Young Professionals Network Members:

Dedicate time, talent, and personal contacts to help achieve the YPN's goals:

- a. Actively participate in meetings by attending in person; members may be allowed to attend one meeting annually via teleconference.
- b. Attend at least three community events annually as a representative of the YPN.
- c. Assist in planning and hosting one community event for Liftfund.
- d. Chair or participate in one committee.
- e. *Give or Get* \$1,000 annually.\*

## Leadership Opportunities Available:

**Chair**

**Secretary**

**Fundraising/Event Committee Chair**

**Membership/Recruitment Committee Chair**

## For More Information Contact

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## **Leadership roles and responsibilities**

### **Chair**

#### **Responsibilities:**

- Call and preside over YPN meetings.
- Develop a strong working relationship with designated LiftFund staff.
- Develop a strong relationship with other YPN officers.
- Participate in at least one committee.

### **Secretary**

#### **Responsibilities:**

- Participate in all board meetings.
- Take and maintain organized minutes from YPN meetings.
- Share re-cap with members during quarterly meetings.
- Participate in at least one committee.

### **Committee Chairs**

#### **Responsibilities:**

- Participate in all meetings.
- Provide updates on Committee activities and achievements.
- Develop a strong working relationship with other YPN officers and designated LiftFund staff.



## **Fundraising/Events Committee**

### Responsibilities:

- Connect LiftFund staff to potential prospects within LF markets and from personal networks.
- Assist LiftFund fundraising efforts by planning and hosting fundraising events.
- Compile and maintain list of events for YPN members to attend.
- Provide updates at meetings of funds raised by YPN and events attended on behalf of LiftFund.
- Develop a strong working relationship with designated LiftFund staff.
- Develop a strong relationship with other YPN members.

## **Membership/Recruitment Committee**

### Responsibilities:

- Provide updates at meetings of recruitment activities, achievements, and needs.
- Help identify and recruit young professionals to fill openings as they become available.  
*Network should include representatives from fields such as: Finance/Accounting, Legal Services, Marketing, Business, Government Relations, and Non-Profit/Fundraising.*
- Work with event committee chair to coordinate recruitment events.
- Develop a member-engagement plan to retain existing members.
- Maintain list of current network and committee members with contact information, start dates, and their recruiter.
- Develop a strong working relationship with designated LiftFund staff.
- Develop a strong relationship with other YPN members.

# Young Professionals Network Membership Application



**APPLICANT INFORMATION (Please type)** **Please include a current resume**

Preferred Name (For Recognition):		Birth Date (day/month):	
Preferred Phone Type Other:		Email(s):	
Current Home Address:			
City:	State:	ZIP Code:	
Current Employer:	Position:	How Long?	
Employer Address:			Phone:
City:	State:	ZIP Code:	

**EDUCATIONAL BACKGROUND**

School:	Field of Study:
School:	Field of Study:

**OTHER CIVIC ORGANIZATIONS**


**COMMITTEE COMMITMENT**

I am interested in:       Fundraising/Events                       Membership/Recruitment

I would like to be considered for Chair of:       Fundraising/Events Committee                       Membership/ Recruitment Committee

I would like to be considered for:                       Chair                       Secretary

<b>SIGNATURE:</b>	<b>Date:</b>

# MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Agreement is entered into between LiftFund and \_\_\_\_\_, and is effective as of the date signed hereunder.

The parties, herein, agree to protect each other's rights and Confidential Information disclosed before or after the execution of this Agreement.

This Agreement shall include, but not be limited to, the following terms:

1. Confidential Information means any information disclosed which is or should be reasonably understood to be confidential or proprietary to the disclosing party, including but not limited to, information disclosed in discussions between the parties.
2. Each party shall use its reasonable best efforts to keep the other's Confidential Information secret. Each party shall use at least the same degree of care to avoid unauthorized disclosure or use of the other's Confidential Information as it employs with the respect to its own Confidential Information.
3. Each party may disclose Confidential Information only on a need-to-know basis to its own employees and to its consultants under appropriate written confidentiality agreements. Each party shall take appropriate action with its employees and advisors to satisfy its obligations under this Agreement. Each party shall be responsible to the other for any violation of this Agreement by its own employees or consultants.
4. Neither party may print or copy, in whole or in part, any documents or magnetic media containing any Confidential Information without the prior written consent of the other party other than copies for employees or consultants who are working on the matter and have a need to know.
5. Neither party may use the other's Confidential Information for any purpose.
6. Each party's Confidential Information shall remain its own property. Upon the termination of the partnership or upon request, whichever is sooner, each party shall return all of the other's Confidential Information, certifying destruction of any copies or partial copies made.
7. The obligation of confidentiality shall extend during the period of any such disclosures and the three (3) years from and including the date of the Confidential Information and certification of destruction of any copies made.
8. If either party becomes legally obligated, or receives a subpoena or other legal demand, to disclose any of the other party's Confidential Information, the party subject to the obligation shall notify the other party in writing immediately, shall cooperate with the other party in seeking a prospective order or other appropriate remedy, and shall use its

reasonable best efforts to protect the confidential and proprietary status of any disclosed Confidential Information.

9. Each party agrees that in the event of a breach or threatened breach by either party, including agents, directors, or employees of the provisions of this Agreement, the non-breaching party may have no adequate remedy in money damages and, accordingly, shall be entitled to an injunction against such breach, in addition to any other legal equitable remedies available to it.
  
10. This Agreement is governed by the laws of Texas without regard to its rules on conflicts of law, and both parties consent to the venue and jurisdiction of its courts. Neither party may assign its rights or obligations under this Agreement. No modification of this Agreement shall be effective unless in writing and signed by the waiving party. This Agreement is the entire agreement between the parties on nondisclosure of Confidential Information and supersedes all prior representations and agreements between the parties on that subject.

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_

**Signing for Employee/Vendor/Contractor/Volunteer/Intern:**

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Position/Title \_\_\_\_\_

**Signing for LiftFund:**

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Position/Title \_\_\_\_\_

**CONFLICT OF INTEREST POLICY**  
**Adopted February 27, 2015**

**Article I – Purpose**

This Conflict of Interest Policy has been adopted by the Board of Directors of LiftFund Inc. (the "Corporation"). The purpose of this Conflict of Interest Policy is to protect the interest of the Corporation when entering into or contemplating entering into a transaction, relationship or arrangement that might benefit the private interest of a Director, Committee member, officer, or employee of the Corporation or any other person in a position to exercise substantial influence over the affairs of the Corporation.

This Conflict of Interest policy is intended to supplement, but not to replace, reduce or diminish applicable state or federal laws or common law duties applicable to individuals who manage or work for nonprofit or tax exempt organizations, including but not limited to laws or duties governing conflicts of interest.

**Article II – Definitions**

1. **Interested Person:** Any Director, Committee member, officer, or employee of the Corporation, who has a Financial Interest as defined below.
  
2. **Associate of an Interested Party:**
  - a. Any entity other than the Corporation in which an Interested Party or a Close Relative of an Interested Party is a director, officer, partner, shareholder, member, manager, trustee, or employee, or holds or controls 20 percent or more of the ownership interests; and
  - b. Any entity in control of, under common control with, or controlled by an entity defined in 2.a.
  
3. **Close Relative of an Interested Party:**
  - a. A current or former spouse of the Interested Party and any parent, grandparent or other ancestor, child, grandchild or other descendant, or sibling of such spouse;
  - b. A child, grandchild or other descendant, parent, grandparent or other ancestor, or sibling of an Interested Party and any spouse of such person;
  - c. Any individual having the same home as an Interested Party or for whom an Interested Party has legal responsibility; and
  - d. Any trust, estate or guardianship in which an Interested Party or any of the individuals defined in 3.a.-3.c. is a fiduciary or substantial beneficiary.

“Spouse” includes domestic partner or a comparable relationship as defined by the law of the jurisdiction in which the Interested Party resides.

“Parent” includes parents-in-law and adoptive, step or foster parents or parents-in-law.  
“Child” or “children” includes children-in-law and adopted, step or foster children or children-in-law.

“Sibling” includes siblings of the whole or half blood and siblings-in-law.

“Ancestor” includes any adoptive or step ancestors.

“Descendant” includes any descendants-in-law and adopted, step or foster descendants or descendants-in-law.

“In-law” includes relatives by either marriage or domestic partnership or comparable relationship.

4. **Financial Interest:** A Financial Interest is any interest that a person has, directly or indirectly, through business, investment or a Close Relative, that is:
- a. An ownership or investment interest in any entity with which the Corporation has or proposes to have a transaction, relationship or arrangement;
  - b. A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has or proposes to have a transaction, relationship or arrangement; or
  - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating or proposing to negotiate a transaction, relationship or arrangement.
- Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

A Financial Interest is not necessarily a conflict of interest. A person who has a Financial Interest may have a conflict of interest only if the appropriate Board of Directors or Committee decides that a conflict of interest exists.

#### Article III - Guidelines

These guidelines are not intended to be a complete discussion of the various circumstances that may arise. The Corporation's Board of Directors, from time to time, may amend, add or delete guidelines.

**Guideline No. 1:** Employees may not accept outside part-time or full-time employment, accept other remuneration for services provided to third parties, or operate a small business while employed by the Corporation without obtaining the prior written approval of the Corporation's President and CEO, which approval shall not be unreasonably withheld, as long as such activities do not cause a conflict of interest or interfere with job performance for the Corporation. The employee may not use the Corporation's time or resources for other employment.

**Guideline No. 2:** A Director, Committee member, officer, or employee may introduce the Corporation's services and programs to potential borrowers even if those potential borrowers are customers or clients of such person. Such person may not, however, participate in the approval or

any other decisions relating to such service or program to such borrower, either before or after the loan or service has been provided.

**Guideline No. 3:** A Director, Committee member, officer or employee may participate as a director, officer, committee member or employee of a not-for-profit organization that has purposes similar to those of the Corporation, but which does not compete with the Corporation. A Director, Committee member or officer who wishes to participate as a member, director, officer, committee member or employee of such a not-for-profit organization similar to the Corporation shall disclose such opportunity to the Corporation's Board of Directors, which shall make the final decision whether that organization competes directly with the Corporation. An employee who wishes to participate as a member, director, officer, committee member or employee of such a not-for-profit organization similar to the Corporation shall disclose such opportunity to the Corporation's President and CEO, who shall make the final decision whether that organization competes directly with the Corporation. A list of organizations which compete directly with the Corporation, and the dates the Board of Directors voted in favor of the decision to add them to the list is attached as Schedule A.

**Guideline No. 4:** A Director, Committee member, officer or employee, who is personally sanctioned by a state or federal regulatory agency, shall have a duty of disclosure to the Corporation's President and CEO within ninety (90) days of the date such sanction was imposed. The Board of Directors will, at its next scheduled meeting, determine whether to terminate said individual's position as a Director, Committee member or officer of the Corporation because of such sanction, and the President and CEO will determine whether to terminate an individual's employment with the Corporation because of such sanction.

#### **Article IV – Procedures**

1. **Duty to Disclose.** In connection with any actual or apparent conflict of interest, an Interested Person must disclose the existence and nature of his or her Financial Interest and must be given the opportunity to disclose all material facts to the Board of Directors and/or members of the Committee considering the proposed transaction, relationship or arrangement, as the case may be. For example, a commercial lender serving on the Corporation's Board of Directors, Executive Committee or Loan Committee must disclose if the lender's financial institution will be participating in an SBA Loan being considered by the Corporation, and a Director, Committee member, officer or employee of the Corporation must disclose if an Associate or Close Relative is applying for a loan with the Corporation.
2. **Determining Whether a Conflict of Interest Exists.** After disclosure of the actual or apparent conflict of interest and all material facts, and after any discussion with the Interested Person, the Interested Person shall leave the Board of Directors or Committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining disinterested directors or Committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest:
  - a. The Interested Person may make a presentation at the Board of Directors or Committee meeting, but after such presentation, the Interested Person shall leave the meeting during the discussion of and the vote on the transaction, relationship or arrangement that raises the actual or apparent conflict of interest.
  - b. The Chairperson of the Board of Directors or Committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction, relationship or arrangement.
  - c. After exercising due diligence, the Board of Directors or Committee shall determine whether the Corporation can obtain a more advantageous transaction, relationship or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
  - d. If a more advantageous transaction, relationship or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board of Directors or Committee shall determine by a majority vote of the disinterested Directors or Committee members, whether the transaction, relationship or arrangement is in the Corporation's best interest and for its own benefit, and whether the transaction is fair and reasonable to the Corporation, and shall make its decision as to whether to enter into the transaction, relationship or arrangement in conformity with such determination. In such case, the disinterested Directors or Committee members shall constitute a quorum for taking action on the transaction, relationship or arrangement.
  - e. A transaction, relationship, arrangement or contract involving an Interested Person shall not be deemed to present a conflict of interest if a majority of the disinterested directors or Committee members determine in good faith and with ordinary care that the transaction, relationship, arrangement or contract is in the Corporation's best interest, for its own benefit and is fair and reasonable.
4. Violations of the Conflict of Interest Policy.
  - a. If the Board of Directors or Committee has reason to believe that an Interested Person has failed to disclose an actual or apparent conflict or interest, it shall inform the Interested Person of the basis for such belief and afford the Interested Person an opportunity to explain the alleged failure to disclose.
  - b. If, after receiving the response of the Interested Person and making such further investigation as may be warranted under the circumstances, the Board of Directors or Committee determines that the Interested Person has failed to disclose an actual or apparent conflict of interest, the Board of Directors or Committee shall take appropriate disciplinary and corrective action, which may include, but is not limited to, removing the Interested Person from the Board of Directors or the Committee of which such Interested Person is a member and relieving the Interested Person of his or her duties as an officer or employee of the Corporation.

#### **Article V - Records of Proceedings**

The minutes of the meeting of the Board of Directors and all Committees shall contain:

1. The names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with any actual or apparent conflict of interest; the nature of the Financial Interest; any action taken to determine whether an actual or apparent conflict of interest existed; and the decision of the Board of Directors or Committee as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction, relationship or arrangement; the content of the discussion, including any alternatives to the proposed transaction, relationship or arrangement; and a record of any votes taken in connection therewith.

#### **Article VI – Compensation**

A Director or Committee member whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that person's compensation; provided, however, that a Director does not have a conflict of interest in a resolution fixing the compensation of the Board of Directors or Committee members.

#### **Article VII - Annual Statements**

Each Director, Committee member, officer or employee shall annually sign a statement which affirms that such person:

1. Has received a copy of the conflict of interest policy;
2. Has read and understands the policy;
3. Has agreed to comply with the policy; and
4. Understands that the Corporation is a non-profit corporation and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

#### **Article VIII - Periodic Reviews**

To ensure that the Corporation operates in a manner consistent with its non-profit purposes and that it does not engage in activities that could jeopardize its status as a non-profit corporation exempt from federal income tax, the Board of Directors shall conduct periodic reviews of compliance with this Conflict of Interest Policy. The periodic reviews shall, at a minimum, include the following subjects:

1. Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.
2. Whether third-party transactions result in private inurement or impermissible private benefit.

In conducting the periodic reviews, the Corporation may, but need not, use outside experts. If outside experts are used, their use shall not relieve the Board of Directors of its responsibility for ensuring that periodic reviews are conducted.

#### **Article X - Special Situations**

Individuals covered by this Conflict of Interest policy may be confronted with special situations that are not specifically addressed by this Policy. If an individual has any question as to the

proper course of action, the matter should be disclosed to the Board Chairperson and the President and CEO, who shall determine the appropriate handling of such special situations.

Schedule A

The following have been determined by the Corporation's Board of Directors to be organizations which compete directly with the Corporation, and the date that the Board of Directors voted to add them to this list.

Organization

Date: February 27, 2015

All Certified Development Companies (CDCs) authorized to do business in Texas and all Certified Development Financial Institutions (CDFIs) making micro loans in the following States:

Alabama  
Arkansas  
Georgia  
Florida  
Kentucky  
Louisiana  
Mississippi  
Missouri  
New Mexico  
Oklahoma  
South Carolina  
Tennessee  
Texas

ACKNOWLEDGEMENT  
OF  
CONFLICT OF INTEREST POLICY

I hereby acknowledge that I have received a copy of LiftFund Inc.'s Conflicts of Interest Policy, that I have read and understand the policy, that I agree to comply with the Policy, and that I understand that LiftFund Inc. is a non-profit corporation and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its taxexempt purposes.

**If the Board of Directors determines that you have violated any of the provisions of the Conflict of Interest Policy, your position as a Director, Committee member, officer or employee of LiftFund Inc. may be terminated.**

Agreed to and acknowledged by:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Person Signing Above

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

As part of the its Conflict of Interest Policy ("Policy"), LiftFund Inc. and its subsidiaries (individually and collectively, "LiftFund") require that Directors, Committee members, officers and employees disclose any Financial Interest that could lead to an actual or apparent conflict of interest. This disclosure form is intended to implement the Policy's annual disclosure requirement.

I. Disclosure.

A. Name of Responsible Person: \_\_\_\_\_

B. Capacity:

\_\_\_\_\_ Member of LiftFund Board of Directors

\_\_\_\_\_ Member of Board Committee(s)

If yes, what Committee(s): \_\_\_\_\_

\_\_\_\_\_ Officer, Title(s): \_\_\_\_\_

\_\_\_\_\_ Employee

C. Have you, any of your Close Relatives or any entity in which you or a Close Relative has a Financial Interest (Associate of an Interested Party) engaged in any of the following transactions with LiftFund in the past year:

a. Provided services or property to LiftFund in exchange for consideration? \_\_\_\_ yes \_\_\_\_ no

b. Had any direct or indirect interest in any transaction to which LiftFund was or is a party?  
\_\_\_\_ yes \_\_\_\_ no

c. Been or become indebted to pay money to LiftFund (other than travel advances or the like)?  
\_\_\_\_ yes \_\_\_\_ no

d. Received, or become entitled to receive, directly or indirectly, any personal benefits from LiftFund or as a result of your relationship with LiftFund, that in the aggregate could be Valued in excess of \$250.00, that were not or will not be compensation directly related to your duties to LiftFund? \_\_\_\_ yes \_\_\_\_ no

e. Had a compensation arrangement with any entity or individual with which LiftFund is negotiating a transaction, relationship or arrangement? \_\_\_\_ yes \_\_\_\_ no

If you answered yes to any of the above questions, please describe the situation(s) and if a Close Relative or Associate of an Interested Person is involved, the identity of the Close Relative or Associate and your relationship with that person or entity (attach an additional sheet if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Are you aware of any other events, transactions, arrangements or other situations that have occurred or that may occur in the future that you believe should be examined by LiftFund in accordance with the terms and intent of LiftFund's Conflict of Interest Policy? \_\_\_\_ yes \_\_\_\_ no

If yes, please describe the situation(s) and if a Close Relative or Associate of an Interested Person is involved, the identity of the Close Relative or Associate and your relationship with that person or entity (attach an additional sheet if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_