



Please Send Correspondence to: Boulder
Legal Group, LLC
200 NE Missouri Road, Suite 200 Lee's
Summit, MO 64086

Services of: LAW OFFICES OF CAMRON HOORFAR

200 NE Missouri Road, Suite 200 Lee's
Summit, MO 64086



BOULDER LEGAL GROUP

Important – The following pages requires an initial and / or signature:

- Page 14** Initial required (co-applicant initial if applicable)
- Page 16** Initial required (co-applicant initial if applicable)
- Page 17** Date & Signature required (co-applicant initial if applicable)
- Page 19** Date & Signature required (co-applicant initial if applicable)
- Page ii** Date & Signature required
- Page iii** Signature required (co-applicant initial if applicable)
- Page iv** Date & Signature required
- Page iv** Bank information, Routing #, Account # required
- Page vi** Date & Signature required (co-applicant initial if applicable)
- Page vii** Initial required
- Page x** Date & Signature required (co-applicant initial if applicable)
- Page xi** Signature required
- Disclaimer-settlement of credit union accounts** Date & Signature required (co-applicant initial if applicable)

Global Client Solutions (pages 1 – 4)

- Page 1** of 4 Initial required
- Page 2** of 4 Signature & Initial required
- Page 3** of 4 Initial required
- Page 4** of 4 Signature required (must have 2 signatures: middle and bottom of page)
- Page 4** of 4 Bank information, Routing #, Account # required

This document is a legally binding agreement confirming that you (“Client”) and Boulder Legal Group (“Boulder”) wish to form an Attorney / Client relationship.

Pursuant to this agreement’s terms, Boulder will assist you with the resolution of burdensome debt, and as such, the Representation contemplated in this Agreement is referred to as a Debt Resolution Program. In return for Boulder’s services, you agree to pay specific amounts to Boulder, as specified in this Agreement and its enclosures.

Client is retaining Boulder to help resolve specific debts that Client cannot reasonably satisfy according to existing terms. These specific debts are listed in this agreement.

Client must pay as agreed for Boulder to operate as contemplated in this agreement. Boulder’s ability to resolve the proposed debt load is projected to take a number of months and an amount of payments listed in this document, and any variance will directly affect Boulder’s ability to perform as agreed.

Boulder guarantees certain results even though Creditors are under no obligation to negotiate with you, Boulder, or anyone else. Boulder takes this risk in exchange for Client’s promise not to unreasonably withhold consent when presented with offers to settle debts.

The specifics of Boulder and Client’s responsibilities and expectations with regard to this relationship are discussed in this agreement in the following order:

Section 1: SERVICES BOULDER WILL PROVIDE

Section 2: BOULDER’S MINIMUM PERFORMANCE STANDARD Section

3: FEES AND COSTS CLIENT WILL PAY

Section 4: HOW AND WHEN REPRESENTATION WILL END Section 5:

ADDITIONAL TERMS AND DISCLOSURES

Section 6: ARBITRATION OF DISPUTES AND WAIVER OF CLASS ACTION RIGHTS

Following the Attorney / Client Agreement are various notices, disclosures, schedules, lists, and authorizations related to this agreement’s terms. The contents of all documents enclosed are material to Boulder’s representation of Client, and are incorporated into this agreement.

Client Information

CLIENT		
Full Name:	DOB:	SSN:
Address:	City	State, Zip Code:
Home Phone:	Cell Phone:	Email Address:

CO-CLIENT		
Full Name:	DOB:	SSN:
Address:	City	State, Zip Code:
Home Phone:	Cell Phone:	Email Address:

PROPOSED PROGRAM INFORMATION

Total Unsecured Debt: \$143,693.00	Program Length(months): 36
Date of First Payment: 4/15/2017	Program's Payment Amount: \$2,400.09
Law Firm Contact: TXXXk XXXXXXXX	

Section 1: Services Boulder Will Provide

Boulder's services are performed by a group of professionals, including attorneys, paralegals, negotiators, assistants, and others. Attorneys directly supervise the activities they do not directly perform. Boulder will perform the various services described in this section.

1.1. Debt Analysis

Boulder will review Client's personal hardship and other debt circumstances and formulate a plan to negotiate improved terms.

1.2. Negotiate and Resolve Client Debt

Boulder will undertake representation of Client regarding specific, unsecured debts listed in the Creditor List enclosed with this agreement. Representation related to any debt is governed by the promises and limitations discussed throughout this agreement.

1.3. Litigation Defense Services

Boulder will advise and represent Clients in their defense of litigation initiated by creditors or collectors to recover debts listed in this agreement. Boulder attorneys are immediately notified of litigation, and may be assigned to address any litigation served on Client after the effective date of this agreement. Litigation services are further conditioned and limited by other terms of this agreement, circumstances of practicality, and jurisdictional rules.

1.4. Services Not within Scope of Representation

Boulder's services are limited to those specifically listed above. This means that Boulder will not provide accounting, financial planning, or tax advice. Boulder does not engage in credit repair or credit reporting. Boulder does not attempt to resolve debts on which a judgment has been obtained. Bankruptcy services, and defense or prosecution of any debt not listed in this agreement are outside the scope of representation. Further, Boulder cannot guarantee that creditor or collector harassment will cease at any point in the representation. However, under some circumstances, Boulder may take appropriate legal action against creditors or collectors engaged in illegal activity.

1.5. Work Performed by Contracted Parties

Boulder Legal Group may contract work relating to this Agreement to third parties for such tasks including, but not limited to customer service and debt negotiations. Boulder attorneys will supervise all third party entities to ensure contracted services comply with Boulder's rules and regulations.

1.6. Litigation Defense Services

Creditors and/or debt collectors may file lawsuit(s) against Client in order to collect non-payment of owed debt(s). Boulder will provide Litigation Defense Services in the event the client receives a Summons and Complaint. Boulders Litigation services and limitations include:

Services

1. Boulder will receive, review, and analyze any summons, complaint, petition, application, or other operative pleading the client has received.
2. Boulder will evaluate potential legal defenses to the Plaintiff creditor's suit.
3. Boulder will review, analyze, and counsel Client regarding collection activity and debt restructuring associated with the litigated debt.
4. Boulder will engage with the Plaintiff or its hired legal counsel on Client's behalf to negotiate a resolution of the litigation.
5. Boulder's attorneys may determine that a valid defense exists to the law suit, or that the suit is defective in some way favorable to Client. This determination varies by jurisdiction, current legal trends, and the personal knowledge of the local attorney.
6. If Boulder's assigned attorney determines that Client is likely to gain a favorable result through continued defense of the litigation, he or she will prepare and file responsive pleadings on the Client's behalf, appear at subsequent court proceedings, and continue defense through various stages of litigation, including trial, if prudent.

Conditions and Limitations

1. All pages of any summons, complaint, exhibits, petitions, and/or other pleadings served to the client must be submitted to Boulder.
2. All lawsuit paperwork must be submitted to Boulder no less than fifteen (15) days prior to the lawsuit response date, or immediately upon the client's receipt of lawsuit paperwork.
3. If the litigation is in a State that permits less than fifteen (15) days' notice, all lawsuit paperwork must be submitted no less than seven (7) days prior to lawsuit response date.
4. All lawsuit paperwork must be submitted to Boulder Legal Group at their fax number (855) 830- 9203 or email address cs@Boulderlegalgroup.com
5. The "Retainer Fee," outlined in the enclosed Payment and Fee schedule, must be paid in full, or payments must be current on any agreed payment plan specific to the "Retainer Fee" in order for Boulder to provide Litigation services.
6. Boulder is not required to provide Litigation Services on any lawsuit of which the Client had knowledge prior the execution of this agreement with Boulder. Knowledge of a lawsuit is typically determined by service of process (delivery of a legal complaint to a party being sued).
7. Boulder will not provide Litigation Services related to debts which are not included in this agreement, or any attachments or amendments to this agreement made prior to Client's knowledge of the law suit.

1.7. Conditions of this Agreement's Effectiveness

- a. This Agreement does not take effect, and Boulder has no obligation to provide any services, until both Client and Boulder have executed a copy of this Agreement and such copy is delivered to both Parties.
- b. Further, this agreement does not take effect until Client has paid the initial payment of the flat fee retainer as set forth in the payment schedule enclosed, and the payment has cleared.

Section 2: Boulder's Minimum Performance Standard

Boulder has a set Minimum Performance Standard for each debt enrolled in the Debt Resolution Program. Boulder sets a target debt reduction of minimally thirty-five percent (35%) of amount owed on the debt at the time the Agreement is executed. If Boulder is unable to meet this target debt reduction, Boulder will refund the share of all Boulder fees & costs for work on this individual debt.

2.1. Terms and Conditions Affecting Minimum Performance Standard:

- a. Client must be in complete compliance and cooperation with Boulder under the terms of this agreement.
- b. Client's payments must be current under the Service Cost obligations and cannot default on payments to Creditors pursuant to settlement of any listed debt.
- c. Client may not be entitled to a refund if Client is unwilling or unable to accept a proposed settlement at a reduction of thirty-five percent (35%) of enrolled debt at time that settlement is secured by Boulder.
- d. If Boulder is unable to settle Client's listed debts, the refund shall be calculated on a pro rata basis as to Service Cost paid per each individual debt.
- e. The Minimum Performance Standard does NOT apply to any enrolled debt that becomes subject to a lawsuit during representation. Client will be required to notify Boulder of any lawsuit, at which time the Minimum Performance Standard will cease to apply, and Litigation Services will commence.

2.2. Minimum Performance Standard Does Not Apply to the Following Types of Debt:

- a. Any debt with a balance transfer or cash advance which occurs within six months of enrollment;
- b. Any debt with a balance of less than one-thousand dollars (\$1,000.00) at the time of this Agreement's execution;
- c. Any debt which is subject to a lawsuit at the time of this Agreement's execution;
- d. Debts being garnished, or subject to voluntary garnishment are also excluded from this provision;
- e. Any debt with a credit union. BLG will endeavor to settle such debts on behalf of Client on the best terms possible, but cannot guarantee that such settlements will meet the Performance Standard.
- f. Debts that are eliminated and/or discharged by creditor or become uncollectable as a result of Boulder's strategies shall be considered approved settlements, and will not be subject to any refund;
- g. Client must complete all payments as listed and hereafter amended in order to provide Boulder with the opportunity to settle all enrolled debt on the Creditor Listing enclosed. Any refund may be disqualified if Client terminates representation prior to completion of payments contemplated in this Agreement.

2.3 Bankruptcy and Other Alternatives

Boulder may discuss alternative legal routes in the event of changing circumstances on any enrolled debt(s), such as Chapter 7 & 13 Bankruptcies.

2.4 Should Client Default on Negotiated Settlement Terms

Boulder is not required to renegotiate any debts that enter default after Boulder has arranged payment terms, and those terms were agreed to by Client. Client may request Boulder renegotiate such debt, and will be subject to an additional fee of two-hundred-ninety-nine dollars (\$299.00) per renegotiation at the client's expense. Client must also comply with following terms for renegotiation(s):

- a. The Representation Standard provision only applies to the balance of enrolled debt, not accounting for payments made on initial settlement prior to default.
- b. Renegotiation may result in the settlement amount increasing.

Client understands & agrees they are not entitled to any refunds under the Minimum Performance Standard if any of the above terms are not met.

Section 3: Fees and Costs Client Will Pay

Boulder's fees are payable according to the following terms. All fees are charged on a flat fee basis according to the Payment Schedule enclosed with this Agreement.

3.1. Retainer Fee and Monthly Administration Fees

- a. Client will initially pay Boulder \$900 as a Retainer Fee.
- b. The Retainer Fee shall be paid on a MONTHLY / WEEKLY BASIS over 8 months. The first 2 payments shall be \$ \$50.00, thereafter payments will be \$ \$0.00.
- c. In addition, Client shall pay an ongoing monthly flat Legal Administration Fee of \$ 800 for debt review, debt resolution plan analysis and structuring, supervision of and participation in creditor negotiations, pre-litigation settlement support, and the Litigation Defense Services described in Section 1.6 of this Agreement.
- d. Client shall be responsible for Legal Administration Fees for all months Client remains active with Boulder.

3.2. Service Cost – Related Services

In addition to the legal services provided by Boulder, there are non-legal services involved in the implementation, management and maintenance involved in Client's representation. These services are provided at a cost of 8% of the Client's total scheduled debt (hereinafter referred to as Service Cost). The service cost shall be paid by Client to Boulder in equal consecutive monthly payments in the amount of \$19.5 per month.

Boulder has a non-exclusive reciprocal referral agreement with independent contractors to provide these services under Boulder's direct supervision. Representatives of such independent contractors cannot and will not provide any legal advice to the Client, and any such advice will only be communicated to Client by Boulder. Although these services are performed under Boulder's supervision, a court or courts might determine that there is no attorney-client relationship between Client and the independent contractor representatives in regard to these services, and communications between Client and the independent contractor representatives might not be protected by attorney-client privilege.

3.3. Application of Funds Paid in Addition of Costs and Fees

All funds paid by Client which exceed the Costs and Fees listed above will be saved in Client's Dedicated Account (See Dedicated Account Agreement) for use in effecting payments toward settlements Boulder secures subject to this Agreement. All such funds will remain under Client's control at all times, and may be freely removed by Client at any time. It is strongly recommended that Client keep all funds available for settlement payments to allow Boulder the greatest ability to effectively represent Client under the terms of this Agreement.

3.4. Method of Payment

Under this Agreement, Client agrees:

- a. to have Client's initial flat fee retainer and subsequent fees and costs as outlined above based on the attached Payment Schedule to be automatically drafted from Client's bank account into an authorized Federal Deposit Insurance Corporation ("FDIC") insured bank account held in Client's name (the "Dedicated Account") with Client's first payment to start on 4/15/2017, and thereafter each month on the 15 day; and
- b. to have Client's payments of Service Cost and settlement savings fund payments based on the attached Payment Schedule to be automatically drafted from Client's bank account into the Dedicated Account held in Client's name with Client's first payment to start on 4/15/2017 and thereafter each month on the 15 day.

3.5. Early Program Completion and Pre-Payment of Program Fees

If Boulder resolves all debts listed in this Agreement before the scheduled date of Client's final Service Cost payment, Client must still pay the full Service Cost outlined in the attached Payment Schedule. However, Client will not be responsible for any Legal Administration Fees following the date that a settlement agreement is entered on the final listed debt.

3.6. Costs of Litigation Services – Court Costs and Trial Preparation Costs

- a. Client must pay all costs associated with Litigation Services, including the payment of any court filing fees or any other court-imposed costs associated with the litigation. These costs vary by jurisdiction. Boulder will NOT advance such costs. Client acknowledges that failing to timely pay necessary costs may have adverse consequences, including but not limited to entry of judgment against Client in the litigation.
- b. If a litigated matter proceeds to trial, Client shall also be required to pay the costs associated with Boulder's trial preparation, which the parties hereby agree in advance shall be set at three hundred fifty dollars (\$350.00) per trial (the "Trial Costs"). Trial Costs commonly include but are not limited to, photocopying and reproduction costs, notary fees, long distance telephone charges, messenger and other delivery fees, postage, travel costs including parking, mileage, transportation, meals, and hotel costs, investigation expenses, and other similar items. The Trial Costs must be paid sixty (60) days before the scheduled trial date unless otherwise agreed upon by Boulder and the Client. The Client shall not be responsible for, and shall be refunded the Trial Costs if the litigation is settled at least thirty (30) days before the trial date.

3.7. Additional Fees

Client may be responsible for additional processing fees. Such fees may include: Payment Plan Change Fees (\$19.95), Adding/Removing Debts (\$25.00), Renegotiation Fee (\$299.00), Settlement Payment Fees (\$10.00), and Banking Changes (\$25.00).

3.8. Increases in Balances of Accounts Subject to Representation

- a. Client acknowledges and agrees that Client will not continue to incur any additional debt on any accounts subject to this Agreement, other than late fees, interest, and penalties.
- b. Client's program fees, program length, and draft amounts may increase due to any additional balance caused by Client.

Section 4: How and When Representation Will End

4.1. Termination by Client

Client may terminate this agreement at any time, and for any reason. Should Client terminate this Agreement before all debts subject to the representation are resolved, all Service Costs, Legal Administration Fees, and Additional Fees paid through the date of termination will be considered earned by Boulder, and will not be refunded to Client.

4.2. Termination by Boulder

This Agreement may be terminated by Boulder at any time for good cause, and upon reasonable notice to Client. In addition, subject to any applicable legal and ethical standards governing Boulder's right to withdraw representation, Boulder may withdraw from representing Client in any litigation under the terms of this Agreement either with Client's consent, or with the permission of the court in which such litigation is pending.

4.3. Definition of "Good Cause" for Termination by Boulder

- a. **Client's Failure to Cooperate with Boulder.** Client must cooperate and comply with all reasonable requests by Boulder and its agents in connection with the services to be performed under this Agreement, including requests for information and documentation, responses to settlement offers, and matters related to any litigation. Client acknowledges and agrees that failure to cooperate with Boulder is grounds for Boulder to terminate this Agreement and/or to withdraw from representation of Client in any litigation associated with the Client's failure to cooperate.
- b. **Failure to Pay Fees and Costs.** If Client fails to pay the legal fees and Service Costs required under the terms of this Agreement, Boulder may terminate this Agreement and withdraw from representation of Client in any litigation associated with this Agreement.
- c. **Failure to Pay Costs of Litigation.** In the event that Client fails to pay any of the court filing fees or other fees or costs associated with the litigation of a listed debt, Boulder will not be responsible for acting in response to the lawsuit until such time as the fees or costs associated with the filing have been received by Boulder. Moreover, Client agrees and acknowledges that the failure to pay the three hundred fifty dollar (\$350.00) Trial Costs associated with a trial in a timely manner shall constitute sufficient grounds for Boulder to withdraw from representing Client in connection with the lawsuit.
- d. **Failure to Follow Boulder's Advice on Reasonable Settlements.** Client agrees and acknowledges that Boulder has an obligation to Client as both a counselor and as an advocate, and that the underlying purpose of the Representation is to negotiate settlement of Client's debts. In the event that Boulder negotiates a reasonable settlement offer and advises the Client to accept, Client agrees that he or she shall not unreasonably withhold consent to accept the offer. Client acknowledges and agrees that it is unreasonable to withhold consent on a settlement offer when Client has no valid

defense to the litigation claims at issue or when the settlement offer is within Boulder's Standard of Performance. If Client refuses to consent to a reasonable settlement offer, Client agrees that Boulder may withdraw from representing the Client in any litigation associated with the settlement offer at issue.

4.4. Withdrawal from Representation of Client in Litigation

In the event that Boulder is entitled to withdraw from any litigation for whatever reason, Client agrees to execute any documents necessary to effectuate this withdrawal, including, without limitation, the execution of a substitution of attorney document that relieves Boulder as counsel in the litigation. If Client fails to execute any necessary documents, Boulder may request the court to be relieved as Client's attorney in that particular matter. Client acknowledges and agrees that Boulder's withdrawal from any specific litigation does not necessarily terminate Client's entire Agreement with Boulder for any other litigation or for any other services falling within the scope of this Agreement. Notwithstanding Boulder's withdrawal and without regard to the reasons for the withdrawal, Client will remain obligated to pay Boulder for any services performed up to and including when Boulder delivers its withdrawal notice to Client or Boulder receives a court order authorizing its withdrawal.

Section 5: Additional Terms and Disclosures

5.1. Client's Responsibilities to Boulder

- a. In consideration of Boulder's experienced counselling, work out a feasible monthly payment plan based on the total amount of debt to be modified, which contemplates all fees and costs to Boulder as well as funds to deposit for use in settling debts on which Boulder represents Client. The Payment Schedule is enclosed;
- b. Provide Boulder accurate and complete information and documents relating to any debts subject to Boulder's representation. These documents must identify each debt by creditor's name, current account balances, and account numbers. Boulder is under no obligation to verify the information supplied by Client;
- c. Forward all correspondence from creditors and collection agencies as soon as possible, but no longer than five (5) days from receipt;
- d. Make all payments according to the payment schedule;
- e. Refrain from discussing debts with creditors or collection agencies when contacted;
- f. Notify Boulder in writing of any settlement offers you receive, including all of the terms and conditions of the offer;
- g. Be willing and able to aid in negotiations when necessary, and understand that your level of involvement will not affect the terms of this Agreement, but may affect the speed and effectiveness of Boulder's efforts;
- h. Respond timely to all requests or communications from Boulder or its representatives, and promptly provide Boulder with any change of address or other contact information;
- i. Make timely and complete payments on settlements negotiated by Boulder and approved by Client.

5.2. Client's Authorizations

Client Authorizes Boulder to:

- a. To disclose information regarding Client's financial condition or status to any creditors and collectors in connection with effective representation;
- b. To hold itself out as Client's representative to any party seeking to collect the debts listed in this Agreement's Creditor Listing;
- c. To engage creditors and collectors to negotiate reduction of the debts listed in this Agreement's Creditor Listing;
- d. To process debit entries from Client's Dedicated Account. This authority shall remain effective until cancelled by Client in writing, at least five (5) business days prior to the scheduled payment due date. Client understands that there will be a charge of twenty-five dollars (\$25.00) to Client's Dedicated Account for any non-sufficient funds ("NSF") transactions (\$20.00 of this charge is paid to Boulder and \$5.00 is paid to the administrator of the Dedicated Account). Client will provide Boulder with a voided check or savings deposit slip.

5.3. Client Acknowledgments

Client Acknowledges and agrees that:

- a. The payment schedule is based on previous settlement averages achieved and calculated by Boulder. Accordingly, the actual amount paid into the program may vary. More or less funding may be required to settle all represented debts;
- b. The program's contemplated duration is an estimate based on full and timely payment each month as listed in the Payment Schedule. Any variation of payments, as well as many other factors, can affect the length of the program;
- c. Boulder will deduct monthly Legal Administration fees through the duration of Client's participation in the debt resolution program;
- d. The success of Boulder's representation on any particular debt may vary based on a number of factors, including your ongoing ability to make timely deposits to your Dedicated Account, the

- willingness of your creditors to negotiate settlements of your debt and other factors that are outside Boulder's control;
- e. Creditors may still contact you regarding debts subject to this Agreement. However, you should notify Boulder of harassment, as there may be steps Boulder can take to prevent or rectify illegal harassment;
 - f. The discharge of indebtedness may be considered a taxable event. You should consult a tax professional to determine any tax obligations they may have as a result of any settlements negotiated on their behalf;
 - g. The fees and costs paid to Boulder are compensation for the services described in the Scope of Engagement and the funds deposited into your Dedicated Account are for the purpose of saving funds for settling your accounts with creditors. Until you authorize and approve any such settlements, no payments of any kind, including any monthly minimum payments, will be made to your creditors on the accounts, except those that are subject to Boulder's Settlement Pre- Authorization form which states that Boulder shall make all reasonable efforts to obtain your approval for any settlement offer obtained on your behalf. In the event Boulder cannot contact you after making reasonable efforts, you authorize Boulder to proceed with any settlement resulting in a savings of 50% or more of your debt;
 - h. Boulder will refund the entire portion of any unused retainer fees for services that have not yet been rendered in the event you to terminate Boulder's representation;
 - i. You may continue to incur late fees and penalties on the accounts while enrolled in the program;
 - j. Your participation in the program will likely have an adverse effect on Client's credit score;
 - k. You should not incur any new or additional debt and should refrain from using or obtaining credit during the Boulder debt resolution representation. You understand and agree that all credit cards or lines of credit shall be closed and that no additional credit cards or lines of credit should be applied for during the Boulder debt resolution representation. You understand and acknowledge that you may keep credit cards out the program for emergency purposes only. These credit cards should not be from the same issuing bank as any accounts you entered into the Boulder debt resolution representation;
- l. No debts listed in this agreement have been secured by any personal or real property.
 - m. Active, inactive, or former military personnel understand that his/her military rank, pay, and/or benefits may be adversely affected by delinquent debt accounts and/or a decreased credit rating and [portfolio name] shall not be held responsible for any negative consequences that may occur by such personnel by their enrollment into the Debt Resolution plan.
 - n. Individuals with, or who are seeking Security Clearance, including military members, contractors and consultants, understand that his or her Security Clearance may be adversely affected by delinquent debt accounts and/or a decreased credit rating and [portfolio name] shall not be held responsible for any negative consequences that may occur by such personnel by their enrollment into the Debt Resolution plan.
- Initial: _____
- 54. Voluntary Participation**
- Client understands that participation in Boulder's program is voluntary and you may, upon written request, cancel Boulder's services at any time prior to the original estimated conclusion date of the program.
- Client also agrees that:
- a. Early termination may prevent Boulder from providing all services outlined herein and Boulder will not be responsible for any unresolved accounts upon cancellation.
 - b. In the event of any early termination of this Agreement, all Service Costs, Legal Administration Fees, Banking Fees, and Other Fees shall be considered earned and are non-refundable.
 - c. Upon termination of this Agreement, any funds held in your Dedicated Account, less any amounts paid or owed in the form of fees and settlement payments, shall be remitted to you by paper check or ACH transfer.
 - d. Boulder will not collect any additional fees that have not previously become due after the termination date.
 - e. With Boulder's permission, you may re-enroll Client Debts after termination. Any re-enrollment shall be at Boulder's sole discretion and is subject to a Reactivation Fee in the amount of two hundred ninety-nine dollars (\$299.00).

5.5. Skipped Drafts

- a. In the event Client requests to skip a monthly draft, Client shall notify Boulder at least five (5) business days prior to the scheduled draft.
- b. Client will continue to be charged any applicable monthly Legal Administration service costs, retainer fees and any banking fees for any skipped months.
- c. An additional month shall be added onto the Client's program to make up for each month Client skips a draft.
- d. Boulder may deny a Skip Request and/or limit the number of approved Skipped Drafts if Boulder determines it is in the Client's best interest to continue drafting Client's monthly payment.

5.6. Extension of Representation

- a. Subject to the terms of the Performance Standard, in the event Client's debts are not fully settled at the end of the estimated program timeframe, Boulder will automatically extend Client's program and continue to draft Client's monthly payment unless Client notifies Boulder in writing that Client does not wish to extend representation.
- b. Client shall remain responsible for the monthly Legal Administration Fees during any extended representation period.

5.7. Additional Disclosures & Disclaimers

- a. There are other remedies/solutions available for clients to relieve themselves of their debt

5.9. Full and Only Agreement

This agreement is the full and only agreement between the parties. All prior negotiations and discussions are superseded by this Agreement. Boulder has made no representations other than those expressly set forth in this Agreement, and neither Party has relied upon any representations or promises other than those expressly set forth herein.

burdens. Those remedies include bankruptcy and consumer credit counseling. (See Exhibit A of this Agreement for further information).

- b. Declaring bankruptcy may discharge or allow a court imposed repayment plan for the majority of Client's debts. However, this will be reflected as a permanent record on a Client's credit report for up to 10 years. Boulder will discuss and advise Client as to the bankruptcy option, including fees and

costs, at any time that Client's circumstances change or Client requests such consultation. There are no additional fees required from Client for such consultation and preliminary advice regarding bankruptcy.

- c. Consumer credit counseling may have less impact on a Client's credit rating than bankruptcy and reduce interest rates on current debts, but it generally requires re-payment of most-to-all of Client's existing debt and will not likely provide significant monthly payment relief.

5.8. Confidentiality of Client Information

Boulder agrees that any information provided by Client will be kept confidential and only be used in providing the services delineated in this Agreement, which may include, among other things, disclosure of confidential information to appropriate third parties in order to (a) streamline the negotiation process, (b) enhance Client's opportunities for settlement offers with Client's various creditors, and (c) generally improve Client's financial hardship and wellbeing. Client agrees and acknowledges that such disclosures will be made with Client's express consent and will not require any additional consent or consultation by Client before such disclosures are made.

Section 6: Arbitration of Disputes and Waiver of Class Action Rights

In the event of any controversy, claim or dispute between the Parties arising out of or relating to this agreement or the breach, termination, enforcement, performance, interpretation or validity thereof, including any determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the county in which the Client, in accordance with the laws of the state of the Client's residence. The Parties agree that the arbitration shall be administered by the American Arbitration Association ("AAA") or JAMS, or in the event of their unavailability, an arbitration service with substantially similar rules and arbitrator rosters, pursuant to its rules and procedures, and a single arbitrator shall be selected to preside by the arbitration service. The arbitrator shall be neutral and independent and shall comply with the relevant code of ethics. Any award rendered by the arbitrator shall be final and shall not be subject to vacation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the Parties. If either Party fails to comply with the arbitrator's award, the injured Party may petition the applicable court for enforcement.

The Parties agree that either Party may bring claims against the other only in his/her or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, the Parties agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of representative or class proceeding.

The Parties shall share the cost of arbitration, including attorneys' fees, equally. If the Client's share of the costs is greater than \$2,000.00 (Two-thousand dollars), Boulder will pay the Client's share of costs in excess of that amount.

Binding arbitration means that both Parties give up the right to a trial by a jury and their rights to have a dispute resolved in a court of law. It also means that both Parties give up the right to appeal from the arbitrator's ruling except for a narrow range of issues that can or may be appealed. It also means that discovery may be severely limited by the arbitrator. In addition, under the terms of this Agreement, the parties also give up the right to bring any claims on a consolidated or class action basis. In addition, certain remedies, such as statutory injunctions and fee shifting, that may be available in a court of law may not be available in an arbitration.

In the event a Party brings suit against the other Party in federal, state or local court instead of proceeding with arbitration, or unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other Party is entitled to costs of suit, including reasonable attorneys' and paralegals' fee and costs for having to compel arbitration or defend or enforce the award. This section and the requirement to arbitrate any dispute shall survive any termination.



Initial: _____

I represent that I have read, understand and agree to be bound by the terms of this Client Representation Agreement as set forth above and in the documents incorporated in this Agreement. I further acknowledge that the terms and conditions of this Agreement have been explained to my satisfaction by a representative of Boulder and that I have no unanswered questions about the program or this Agreement. I confirm that I agree to arbitrate any claims and to waive any right to bring or participate in a class action against Boulder.

Agreed to this _____ day of _____, 20_____



Signature of Client



Signature of Co-Client

Signature of Boulder

Notice of Right to Cancel

Date of Transaction: __3

You may CANCEL this transaction, without Penalty or Obligation, including any agreements you signed at the in-person meeting with the Boulder attorney and/or paralegal, for up to FIVE BUSINESS DAYS from the above date. If you cancel, you will not be obligated to make any payments to the law firm and any agreements or other documents that you signed will be null and void. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice to the address below NOT LATER THAN MIDNIGHT OF _____(five business days after the Date of Transaction).

I HEREBY CANCEL THIS TRANSACTION.

Date: _____

Client’s Signature: _____

Co-Client’s Signature: _____

Please send to:

Boulder Legal Group, LLC
200 NE Missouri Rd. Ste. 200
Lee’s Summit, MO 64086

*(Sign and return this document only if you decide to **CANCEL** this transaction within five business days of the Date of Transaction shown above.)*

Client's Authorization for Settlement

Boulder shall make all reasonable efforts* to obtain Client's approval for any settlement offer obtained on Client's behalf. In the event Boulder cannot contact Client after making reasonable efforts, Client authorizes Boulder to proceed with any settlement resulting in a savings of 50% or more of the Client's enrolled debt.

This form may be revoked** by Client at any time upon written notice to Boulder.

*Reasonable efforts can include phone call(s), email(s), fax(es), and standard mail.

**Client can revoke such authorization at any time before any settlement payments are processed.



Client Name

Date

Power of Attorney

I/We, _____,

Located at _____,

In the City of _____, State of _____ Zip _____,

hereby appoint the Boulder Legal Group, LLC ("Boulder") as my/our attorney-at-law to do the acts described in this Power of Attorney. Boulder (and/or its designees) is hereby authorized to act as my/our attorney and to fully represent me/us in any litigation or negotiation of the modification, reduction, settlement, and payment on any and all debts allegedly due and owing in my/our name. Litigation representation includes attendance at required court hearings, if applicable.

I/We authorize Boulder to request and receive confidential credit and account information from creditors, credit bureaus, collection agencies, creditor attorneys, or any other third parties who may be in possession of such information and would be viewed by me/us personally.

This Power of Attorney revokes all earlier Power of Attorney given by, or on behalf of, me/us relating to all communications of creditors' claims and shall be effective and binding on me/us until revoked by an instrument in writing executed by me/us. I/We further authorize Boulder to release a copy of this Power of Attorney to my/our creditors or their agents. A copy of this Power of Attorney shall be deemed as effective as an original.

Executed on _____



Client Signature

Client Social Security Number



Co-Client Signature

Co-Client Social Security Number

State of _____ County of _____

The foregoing instrument was acknowledged by me this _____ day of _____, 20____

by: _____ who is/are personally known by me or who

has/have produced: _____ as identification and who did not take an oath.

Notary Public: _____

Electronic Payment Authorization

By signing below, I authorize the Boulder Legal Group, LLC (Boulder) (or their designees) to process debit entries from my checking, savings, or other FDIC-insured bank account. This authority shall remain effective until cancelled by me in writing, at least five (5) business days prior to my scheduled payment due date. I understand there will be a twenty-five dollar (\$25) cost automatically charged to my account for any non-sufficient funds (NSF) transactions. **I will provide Boulder with a voided check or savings deposit slip.**

Name on Account (Please Print):

Please transfer payments directly from my Checking account, Savings account, or Other account.

Bank Name: _____

Bank Address: _____

City: _____ St: _____ Zip: _____

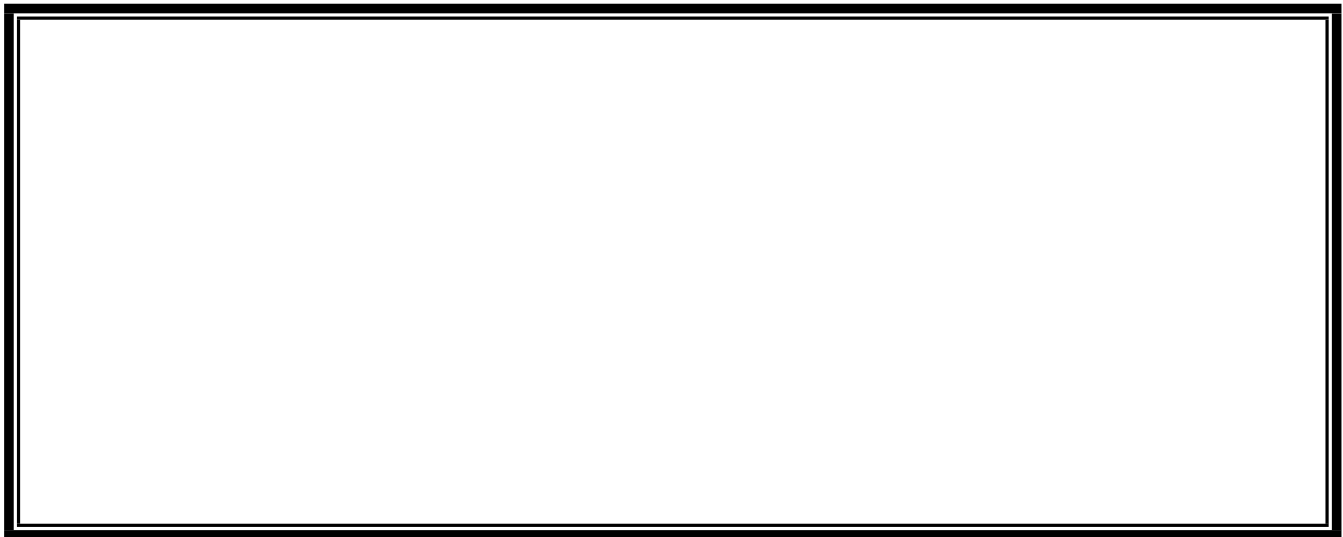
Bank Phone #: _____

**Routing # | | | | | | | | | | Account # _____

*Routing numbers are always 9 digits long and always start with 0, 1, 2, or 3.

_____ Authorized Signature on Account Printed Name Date

Attach Voided Check or Savings Deposit Slip Here



Payment Schedule

DEBT RESOLUTION PROGRAM

Total Amount of Debt			\$143,693.00	Estimated Settlements:			\$60,351.06
Service Cost Percentage			15%				
Estimated Total Fees & Settlements			\$86,403.21	TOTAL ESTIMATED SAVINGS			\$57,289.79
Month in Program	Retainer Fee	Service Cost	Settlement Reserves	Legal Administration Fee	Banking Fees	Total Draft	Draft Due Date
1	\$150.00	\$1197.45	\$952.69	\$89.00	\$10.95	\$2400.09	4/15/2017
2	\$150.00	\$1197.45	\$952.69	\$89.00	\$10.95	\$2400.09	5/15/2017
3	\$100.00	\$1197.45	\$1002.69	\$89.00	\$10.95	\$2400.09	6/15/2017
4	\$100.00	\$1197.45	\$1002.69	\$89.00	\$10.95	\$2400.09	7/15/2017
5	\$100.00	\$1197.45	\$1002.69	\$89.00	\$10.95	\$2400.09	8/15/2017
6	\$100.00	\$1197.45	\$1002.69	\$89.00	\$10.95	\$2400.09	9/15/2017
7	\$100.00	\$1197.45	\$1002.69	\$89.00	\$10.95	\$2400.09	10/15/2017
8	\$100.00	\$1197.45	\$1002.69	\$89.00	\$10.95	\$2400.09	11/15/2017
9		\$1197.45	\$1102.69	\$89.00	\$10.95	\$2400.09	12/15/2017
10		\$1197.45	\$1102.69	\$89.00	\$10.95	\$2400.09	1/15/2018
11		\$1197.45	\$1102.69	\$89.00	\$10.95	\$2400.09	2/15/2018
12		\$1197.45	\$1102.69	\$89.00	\$10.95	\$2400.09	3/15/2018
13		\$1197.45	\$1102.69	\$89.00	\$10.95	\$2400.09	4/15/2018
14		\$1197.45	\$1102.69	\$89.00	\$10.95	\$2400.09	5/15/2018
15		\$1197.45	\$1102.69	\$89.00	\$10.95	\$2400.09	6/15/2018
16		\$1197.45	\$1102.69	\$89.00	\$10.95	\$2400.09	7/15/2018
17		\$1197.45	\$1102.69	\$89.00	\$10.95	\$2400.09	8/15/2018
18		\$1197.30	\$1102.84	\$89.00	\$10.95	\$2400.09	9/15/2018
19			\$2300.14	\$89.00	\$10.95	\$2400.09	10/15/2018
20			\$2300.14	\$89.00	\$10.95	\$2400.09	11/15/2018
21			\$2300.14	\$89.00	\$10.95	\$2400.09	12/15/2018
22			\$2300.14	\$89.00	\$10.95	\$2400.09	1/15/2019
23			\$2300.14	\$89.00	\$10.95	\$2400.09	2/15/2019
24			\$2300.14	\$89.00	\$10.95	\$2400.09	3/15/2019
25			\$2300.14	\$89.00	\$10.95	\$2400.09	4/15/2019
26			\$2300.14	\$89.00	\$10.95	\$2400.09	5/15/2019
27			\$2300.14	\$89.00	\$10.95	\$2400.09	6/15/2019
28			\$2300.14	\$89.00	\$10.95	\$2400.09	7/15/2019
29			\$2300.14	\$89.00	\$10.95	\$2400.09	8/15/2019
30			\$2300.14	\$89.00	\$10.95	\$2400.09	9/15/2019
31			\$2300.14	\$89.00	\$10.95	\$2400.09	10/15/2019
32			\$2300.14	\$89.00	\$10.95	\$2400.09	11/15/2019
33			\$2300.14	\$89.00	\$10.95	\$2400.09	12/15/2019
34			\$2300.14	\$89.00	\$10.95	\$2400.09	1/15/2020
35			\$2300.14	\$89.00	\$10.95	\$2400.09	2/15/2020
36			\$2300.11	\$89.00	\$10.95	\$2400.06	3/15/2020
37							
38							
39							
40							
41							
42							
43							
44							
45							
46							
47							
48							
49							
50							
51							
52							

Settlement Reserves above is only an estimate of the amount needed for settlement.

Client Signature _____ Co-Client Signature _____
 Print Name _____ Print Name _____
 Date _____ Date _____

Electronic Communication Verification

Please print your email address on the line below:

You will receive an email of the Letter of Engagement and other documents executed today in the next three (3) business days. In case you do not receive an emailed copy, due to faulty address or lack of email address provided above, you will still receive copies of these documents with your Welcome Package. The Welcome Package will be mailed to you once your first payment has cleared.

Please initial here to indicate you understand the above terms of email delivery: _____



Hardship and Budget Information

Reason for Hardship

Temporary Loss of Work
Loss of Job
Medical Problems
Personal Injury
Divorce

Company Reduced Hours
Pay Cut
Disability
Loss of Spouses Income
Other

Please Briefly Explain Hardship: Overwhelming expenses have made it difficult to stay current without some type of assistance. -

BUDGET ANALYSIS

(All information should be on a monthly basis)

<i>Client Net Monthly Income</i>	\$ 5,000.00	<i>Funds Available</i>	\$ 2,590.00
<i>Co-Client Net Monthly Income</i>	\$ 0.00		
<i>Total Income</i>	\$ 5,000.00		

<i>Mortgage/Rent</i>	\$ 1,300.00	<i>Household Items</i>	\$
<i>Home Owners Insurance</i>	\$	<i>Clothing</i>	\$
<i>Life Insurance</i>	\$	<i>Laundry/Dry Cleaning</i>	\$
<i>Medical Care</i>	\$	<i>Utilities</i>	\$ 100.00
<i>Child Care / Support / Alimony</i>	\$	<i>Telephone</i>	\$
<i>Cable TV / Satellite</i>	\$ 10.00	<i>Auto Loans</i>	\$ 700.00
<i>Charity / Donations</i>	\$	<i>Auto Other</i>	\$
<i>Entertainment</i>	\$	<i>Auto Insurance</i>	\$
<i>Gym / Health</i>	\$	<i>Education</i>	\$
<i>Personal Care</i>	\$	<i>Student Loans</i>	\$
<i>Back Taxes</i>	\$	<i>Misc / Other</i>	\$
<i>Food</i>	\$ 300.00	<i>Total Expenses</i>	\$ 2,410.00

Bankruptcy vs Debt Negotiation and Election of Services

Bankruptcy and Debt Negotiation

Boulder is a full service debt resolution law firm which provides services including debt negotiation and restructuring and bankruptcy services. The following provides information about these approaches to debt resolution for your review. Clients should fully understand the advantages and disadvantages of each to make an informed decision.

Bankruptcy

Bankruptcy will usually discharge your unsecured debt and your creditors are not permitted to contact you once you have filed with the court. There are two kinds of bankruptcy: Chapter 13 bankruptcy where you are generally able to keep property that is mortgaged, such as your house or car, and are expected to repay debts in three to five years, and Chapter 7 bankruptcy where you must give up all non-exempt property and assets that you own in exchange for a discharge of most debt. Bankruptcy may be appropriate if you have pending foreclosures, collection litigation or wage garnishments; however, you will generally be unable to establish credit for up to ten years. In 2005, the bankruptcy law was changed to make it more difficult for some consumers to file Chapter 7 bankruptcy based on a financial means test and credit counseling requirements that may require a repayment of some of your debt.

Boulder is a debt relief agency under the United States Bankruptcy Code Sections 527 (a) and (b), and we are required to provide the following information and notice:

A debt relief agency providing bankruptcy assistance to an assisted person shall provide—

- (1) The written notice required under section 342(b) (1); and
- (2) To the extent not covered in the written notice described in paragraph (1), and not later than 3 business days after the first date on which a debt relief agency first offers to provide any bankruptcy assistance services to an assisted person, a clear and conspicuous written notice advising assisted persons that—
 - (A) All information that the assisted person is required to provide with a petition and thereafter during a case under this title is required to be complete, accurate, and truthful;
 - (B) All assets and all liabilities are required to be completely and accurately disclosed in the documents filed to commence the case, and the replacement value of each asset as defined in section 506 must be stated in those documents where requested after reasonable inquiry to establish such value;
 - (C) Current monthly income, the amounts specified in section 707(b) (2), and, in a case under chapter 13 of this title, disposable income (determined in accordance with section 707(b) (2)), are required to be stated after reasonable inquiry; and

(D) Information that an assisted person provides during their case may be audited pursuant to this title, and that failure to provide such information may result in dismissal of the case

under this title or other sanction, including a criminal sanction.

IMPORTANT INFORMATION ABOUT BANKRUPTCY ASSISTANCE SERVICES FROM AN ATTORNEY OR BANKRUPTCY PETITION PREPARER

If you decide to seek bankruptcy relief, you can represent yourself, you can hire an attorney to represent you, or you can get help in some localities from a bankruptcy petition preparer who is not an attorney. **THE LAW REQUIRES AN ATTORNEY OR BANKRUPTCY PETITION PREPARER TO GIVE YOU A WRITTEN CONTRACT SPECIFYING WHAT THE ATTORNEY OR BANKRUPTCY PETITION PREPARER WILL DO FOR YOU AND HOW MUCH IT WILL COST.** Ask to see the contract before you hire anyone.

The following information will help you to understand what must be done in a routine bankruptcy case and will help you to evaluate how much assistance you may need. Although bankruptcy can be complex, many cases are routine.

Before filing a bankruptcy case, either you or your attorney should analyze your eligibility for different forms of debt relief available under the Bankruptcy Code and which form of relief is most likely to be beneficial for you. Be sure you understand the relief you can obtain and its limitations. To file a bankruptcy case, documents called a Petition, Schedules and Statement of Financial Affairs, as well as in some cases a Statement of Intention need to be prepared correctly and filed with the bankruptcy court. You will have to pay a filing fee to the bankruptcy court. Once your case starts, you will have to attend the required first meeting of creditors where you may be questioned by a court official called a 'trustee' and by creditors.

If you choose to file a chapter 7 case, you may be asked by a creditor to reaffirm a debt. You may want help deciding whether to do so. A creditor is not permitted to coerce you into reaffirming your debts.

If you choose to file a chapter 13 case in which you repay your creditors what you can afford over 3 to 5 years, you may also want help with the preparation of your chapter 13 plan and with the confirmation hearing on your plan which will take place before a bankruptcy judge.

If you select another type of relief under the Bankruptcy Code (other than chapter 7 or chapter 13), you will want to find out what should be done from someone familiar with that type of relief.

Your bankruptcy case may also involve litigation. You are generally permitted to represent yourself in litigation in bankruptcy court, but only attorneys, not bankruptcy petition preparers, can give you legal advice.

Debt Negotiation



Debt Negotiation is a process where the law firm, based on your specific circumstances, develops a plan to manage your debt resolution with your creditors. In general terms, it is a process of negotiating with your creditors for a lower balance or forgiveness of debt, a reduced interest rate, a reduced monthly payment or other restructuring alternatives. To be successful in debt negotiation, you need to have sufficient cash flow to meet your living expenses each month and provide some funds towards resolution of your debt.

If appropriate for your situation, Boulder will contact your unsecured creditors in writing to notify them that you are represented by the law firm and that we are advising you as to all alternatives for debt resolution. As you have indicated in

your compliance review, you prefer Boulder to attempt debt negotiation as an alternative to bankruptcy or other options. However, if your financial circumstances change, we will advise you as to other debt resolution alternatives, including those outlined above, so you can make an informed decision based on our advice.

If you have any questions regarding the above options, please contact us for further explanation. If you are ready to proceed, sign below your acknowledgement that you have reviewed the available debt resolution options and have determined that debt negotiation by Boulder is your preference, subject to your ability to request a different alternative if your circumstances change in the future.

I have reviewed all debt resolution options available to me including doing nothing, filing for bankruptcy and consumer credit counseling, and elect to pursue debt negotiation services with Boulder, subject to my ability to request other alternatives, based on changes in my financial circumstances.

Client			Date _____
Co-Client			Date _____

Affidavit of Compliance

I, _____ as a representative affiliated with and under contract to the Boulder Legal Group, LLC, The Law Offices of Camron Hoorfar, in my role as a Representative, Member, Partner, Employee or Independent Contractor of said firm (Boulder), confirm that I have conducted a personal and face-to-face- meeting with _____(Client’s Full Legal Name) to review the Client’s file and present all relevant information regarding our representation of said Client, as it relates to our Letter of Engagement to legal representation, including debt resolution and financial workout services, to Client. I have determined that no fees have been received from Client prior to the execution of the Letter of Engagement on this date and such execution has taken place in my presence following my in-person meeting with Client. This Affidavit of Compliance establishes a written record to verify compliance with any and all applicable local, state or federal laws or regulations (collectively the “Applicable Laws”), including, but not limited, to the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. 6101-08, and the Telemarketing Sales Rule, as amended, 16 C.F.R. Part 310; 75 Fed. Reg. 48458, 48522.

The following subjects were reviewed with Client in writing and, where appropriate, orally or in response to questions regarding such representation:

- 1) That debt resolution that alters the terms of payment of unsecured debt might have a negative effect on Client’s credit and that Boulder does not clean up, fix, or repair credit.
- 2) That the scope of the representation is specifically limited to the following:
 - a. Determine which specific debt resolution option is most appropriate for Client, including an initial review of their budget, income and debt;
 - b. Review Client’s current unsecured debt burden and thereafter negotiate and attempt to negotiate settlements with Client’s creditors in an effort to modify or restructure Client’s current unsecured debt;
 - c. Provide litigation defense as outlined in the Letter of Engagement.
- 3) A full review of all fees and costs associated with the representation to the client.
- 4) That Boulder maintains a Minimum Performance Standard for each individual account entered by Client into the Boulder debt resolution plan, of a minimum of settlement debt reduction of thirty-five percent (35%) of the debt’s face value at the time of settlement, including interest, penalties, cost and late fees, as outlined further in the Terms and Conditions of the Engagement Letter. In the event that Boulder does not meet this minimum standard for a particular account, it shall refund the pro rata share of all fees and costs paid to Boulder for such work and Boulder shall settle that individual account for Client at no additional cost.
- 5) The Client has been advised that the attorney or paralegal who conducted the initial meeting with Client limits their scope of representation or presentation to that initial meeting and review of the Client’s file. The Client was made aware that the actual supervising attorney for their file may be a different attorney of the law firm who is licensed in their state.
- 6) A full review of the arbitration provision, including the fact that, by electing to go to arbitration, both parties were waiving certain rights, including the right to a trial in a court of law.

Names of all attendees: _____

Start Time: _____ **End Time:** _____

Location of Meeting: _____

Have any materials been provided or presented to the attendees in addition to the Enrollment Documents, the Face to Face Script, and the Face to Face PowerPoint Presentation? NO YES **(Circle One)**

If so, indicate here and scan/upload all such additional documents or materials: _____

I affirm the above statements are true and accurate.

Executed on this Date: _____

Representative on behalf of Boulder:

Name: _____

Signature: _____

Executed in my Presence

Client Name: _____ Signature: _____





200 NE Missouri Road Suite 200
Lee's Summit, MO 64086

Disclaimer – Settlement of Credit Union Accounts

This confirms my/our understanding and acknowledgement that, in Boulder Legal Group's (BLG) experience, credit union debt accounts are often resolved for higher settlement amounts, meaning that such debts may cost me/us more to settle and result in smaller reductions from the debt amounts at the time of enrollment. For this reason, credit union debt accounts are excluded from BLG's Performance Standard in Section 2 of the Agreement and BLG provides no assurance that such debts will be settled for any amount.

I/we acknowledge that my current credit union account(s) that are to be enrolled into the program are NOT cross-collateralized with any other credit union obligation(s). I/we understand that in the event it is later determined that any enrolled credit union account is cross-collateralized with any other credit union obligation that any enrolled credit union account(s) would be removed from the program and become my sole obligation to be resolve in the manner I see fit.

Further, I/we acknowledge that BLG would thereby have no obligations to represent me regarding these accounts whether ongoing or in the future.

Client Signature

Co-Client Signature



_____ Date _____
Client Name

_____ Date _____
Co-Client Name

DEDICATED ACCOUNT AGREEMENT AND APPLICATION

I. This Dedicated Account Agreement and Application ("Agreement") contains the terms, conditions, and disclosures that apply to your dedicated account ("Account"). By signing this Agreement or using your Account, you agree that this Agreement shall apply; and you agree to abide by all of the terms and conditions set forth herein, including the **"ARBITRATION OF DISPUTE"** provision in paragraph XVIII on page 2 of this Agreement, which requires you to arbitrate any dispute with Global. If you have any questions that you do not believe are addressed in this Agreement, you can and should call, email, or write Global Client Solutions, LLC ("Global") at the number or addresses shown at the end of this Agreement. Please review this Agreement carefully and keep it with your other important records. In this Agreement, the words, "I", "me", "mine", "my", "you" and "your" mean you and any other party who you authorize to use your Account.

II. Purpose, Nature and Use of the Account: Your Account is a dedicated account that you can use in connection with the debt settlement program you have undertaken. Global is not a party to your debt settlement program and does not participate in the negotiation of your debts. In general, you will be making periodic deposits to your Account from your primary bank account, and you will be periodically disbursing funds from your Account to repay your debts and the costs associated with your Account and your debt settlement program. Your Account is a Federal Deposit Insurance Corporation ("FDIC") insured sub-account within a master custodial account maintained at a bank designated or selected by Global. Additionally, you authorize Global to transfer your Account to another FDIC insured institution under the existing terms. Global will provide written notice to you of such change. Any such notice, and any other written notice that is provided for in this Agreement, will be sent to you at either the physical address you have provided in the application portion of this Agreement and/or the email address you establish with Global. If an email address is not provided to Global, all notices that are provided for in this Agreement will be sent to you at the physical address you have provided in the application portion of this Agreement. Your Account may not be used for any illegal purpose.

III. Passcodes / Passwords: You will be provided with a four-digit passcode (your "Passcode") that will enable you to access your Account via the telephone and to identify yourself when contacting a customer support representative. You will also be provided with an initial Internet password (your "Password") that will enable you to access your Account via the Internet. You may change your Password at any time for security purposes and you are encouraged to do so from time to time. You are responsible for the protection and use of your Passcode and Password. Do not disclose your Passcode or Password to anyone who does not have your permission to access your Account.

IV. Telephonic / Electronic Communications: You authorize Global to accept and act upon any instruction received from you or authorized by you under this Agreement concerning your Account, where you have communicated that instruction or authorization by telephone, facsimile, email or other electronic means using a telephone keypad or computer. Use of your Passcode, Password or any other form of identification designated by you in any transaction constitutes and will be accepted as your electronic signature, as that term is used in the federal Electronic Signatures in Global and National Commerce Act and other applicable laws.

V. Authorizing and Initiating Transactions: In this Agreement you authorize certain transactions involving your Account. Unless you direct otherwise in writing, Global may also act upon those instructions that you have conveyed to your Sponsor, as defined in the application portion of this Agreement, and such instructions may be acted on without further confirmation. From time to time, you may change those instructions and/or give other instructions to initiate deposits to or disbursements from your Account by contacting Global's Customer Support. In any event, you must always provide a reasonable period of time to act upon your instructions. All deposits to your Account will be authorized and initiated pursuant to your instructions, and all disbursements from your Account will be authorized and initiated pursuant to your instructions and provided it contains sufficient funds to cover the amount of the disbursement. However, neither Global, nor any service provider to Global shall be responsible for determining when a payment is actually due, nor shall they be responsible for determining

Global's sole obligation in this regard will be to execute your payment instructions in a commercially reasonable manner as soon as practical after receipt of such instructions. Global shall not be responsible for any late payment fee, penalty or other charge levied by any of your creditors, for any failure of any of your creditors to accept a proposal for settlement or honor a settlement; or for any other adverse action taken by your creditor or any other party. Global shall not be liable for any consequences or damages you may claim resulting from Global acting on your instructions.

VI. Fees and Charges: The "SCHEDULE OF FEES AND CHARGES" identifies the fees and charges you are obligated to pay Global in connection with this Agreement and your Account; and you agree that these fees and charges may be deducted directly from your Account. The fees and charges in the "SCHEDULE OF FEES AND CHARGES" are the only fees associated with Global's services and your Account. The Monthly Service Charge for the first month in which your Account is established will not be prorated and will be deemed earned in full as of the day the Account is established, e.g., if your Account is established on the 15th day of a month, the Monthly Service Charge for such month shall be earned as of that day. Thereafter, the Monthly Service Charge will be deemed earned in full on the first day of each calendar month during which your Account remains open. Other fees will be deemed earned at the time of the transaction or the event that gives rise to the fee. You expressly acknowledge that Global may increase the fees and charges associated with your Account at any time, and that you will be provided with written notice at least thirty (30) days' prior to such increase. Global shall not be responsible for any other fees and/or charges that you may incur in association with your debt settlement program.

VII. Termination of Agreement / Account Closure: You may terminate this Agreement and close your Account at any time by sending a written notice to Global's Customer Support. The written notice must provide Global with the following information:

1. Your full name and current address;
2. Your Account number;
3. The date of the request; and
4. Your request to close your Account.

Please provide Global with sufficient time to process the request. In addition, Global may suspend, cancel or terminate this Agreement and your Account at any time without notice for inactivity, or if your Program has been terminated or is no longer being managed, if your Account is improperly maintained or used, or if you otherwise violate any provision of this Agreement. If this Agreement is terminated for any reason, the collected balance in your Account will be sent to you by check within a reasonable period of time.

VIII. Monthly Statements: You will receive your first monthly statement by mail showing your Account activity and balance by mail. Thereafter, monthly statements will be available online, and may be accessed using your login information and Password. Should you desire to continue receiving a paper statement via the United States Postal Service, please contact Global's Customer Support and make a request to receive mailed paper statements. You may obtain balance and transaction information by using your Passcode to access your Account over the telephone, by using your Password to log into Global's website, or by calling Global's Customer Support. You agree to review your statement carefully and to report any erroneous, improper or unauthorized transactions promptly.

IX. Non-Interest Account: Your Account is a non-interest bearing Account.

X. Unauthorized Transactions and Customer Responsibility: You should never share your Passcode or Password(s) with anyone and should keep your Account information and papers in a secure place. If you believe someone has transferred or may transfer money from your Account without your permission, contact Global's Customer Support immediately.

whether a payment is for the correct amount or otherwise proper.

XI. FDIC Insurance: The funds in your Account will be FDIC insured up to a maximum of \$250,000.00. The insured amount may increase or decrease and is subject to limits set and reset by the FDIC from time to time.

XII. Incomplete Transactions: Neither Global nor any service provider to Global shall be liable for failing to complete a transaction due to insufficient funds in your Account; or if circumstances beyond their control prevent the completion of the transaction, including, without limitation, the acts or omissions of any ACH, check or other processor, the National Automated Clearing House Association, the Federal Reserve System, any bank, or the directive of any regulatory authority.

XIII. Error Resolution Procedures: In the event of potential errors or questions concerning specific transactions involving your Account, you must call or write Global's Customer Support no later than sixty (60) days after the transaction in question appears on your monthly statement. Furthermore, at the very minimum you must provide Global with the following information:

1. Your full name and Account number;
2. The date and amount of the transaction;
3. The type of transaction and a description of the suspected error (please explain as clearly as possible why you believe there is an error or why you need additional information); and
4. The dollar amount of the suspected error.

If the information was provided over the phone, you may be asked and required to provide it again in writing within ten (10) business days. Global will inform you of the results of the investigation of the suspected error within ten (10) business days after you submit the information and any error will be promptly corrected. However, if Global requires more time to investigate the suspected error, it may take up to an additional thirty (30) days to complete the investigation. If Global determines that there is no error, you will be provided with a written explanation within three (3) business days of such determination; and you may ask for and receive copies of the documents used in making any such determination.

XIV. Creditor Disputes: You understand and agree that Global is not a party to your debt settlement program, and does not participate in the negotiation of your debts. This Agreement is separate and independent from any contractual obligations you may have with your creditors or debt settlement provider. Accordingly, you hereby expressly acknowledge that Global does not have any involvement in or responsibilities of any nature with respect to your contractual agreement with your debt settlement provider, your debt settlement program or the results that you may or may not achieve from your participation in a debt settlement program. Furthermore, you hereby expressly acknowledge that any representation, statement, or obligation made by your debt settlement provider or in connection with your debt settlement program does not and cannot bind Global. Finally, you expressly acknowledge that Global shall not be liable for any actions taken by your debt settlement provider in connection with your debt settlement program.

XV. Garnishment Acknowledgement: In the event that a creditor of yours moves to garnish funds in your Account, **you expressly acknowledge that Global will answer the garnishment and comply with any writ issued by the Court in accordance with the applicable state law. Furthermore, you expressly acknowledge that Global will not be responsible for challenging or raising a defense to the garnishment on your behalf.** You specifically agree to indemnify and hold Global harmless from any loss, liability, obligation, damage, cost and expense resulting from a creditor's attempt to garnish and/or hold Global liable for any judgment against you.

XVI. Governing Law: This Agreement shall be governed by the laws of the state where you reside, except that the state's rules or statutes governing arbitration procedures shall not apply. If any part of this Agreement is declared void or unenforceable, such provision(s) shall be deemed severed from this Agreement, and the remainder of this Agreement shall remain in full force and effect. This Agreement may be modified to the extent necessary to give such force and effect to the remaining provisions. No delay or forbearance in the strict observance or performance of any provision of this Agreement, nor any failure to exercise a right or remedy hereunder, shall be construed as a waiver of such performance, right, or remedy, as the case may be.

XVII. Limitation of Liability: Under no circumstances shall Global ever be liable for any special, incidental, consequential, exemplary or punitive damages. Moreover, under no circumstances shall Global ever be liable for the conduct or contractual obligations of a third party, including, but not limited to, the debt settlement provider .

XVIII. ARBITRATION OF DISPUTE – IMPORTANT NOTICE AFFECTING YOUR RIGHTS: In the event of any controversy between the parties, including, but not limited, to any claim, dispute, suit, demand, cross claim, counterclaim, or third party complaint (whether statutory, in tort, or otherwise) arising out of or relating to this Agreement or its performance, breach, termination, enforcement, interpretation or validity, including the validity, scope or applicability of this provision to arbitrate, shall be determined by binding arbitration. This arbitration provision is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 *et seq.* and not by any state rule or statute governing arbitration. Arbitration under this provision shall be conducted in either the county in which the consumer resides or the closest metropolitan county. **THE PARTIES AGREE THAT ARBITRATION SHALL BE BEFORE A SINGLE ARBITRATOR ON AN INDIVIDUAL BASIS AND NOT AS A CLASS OR MASS ACTION. FURTHERMORE, THE PARTIES AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS.** The Arbitration shall be administered by the Judicial Arbitration Mediation Services ("JAMS"), 1920 Main Street, Suite 300, Irvine, CA 92614 (www.jamsadr.com), the American Arbitration Association ("AAA"), 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org), or another nationally known consumer arbitration service on which the parties shall agree. Arbitration shall be administered according to the arbitration service's fee schedule and the service's current applicable rules and procedures *except: 1) that the parties expressly waive the applicability of any rule governing class or mass action; and 2) that the parties agree that any specific arbitration procedure provided for herein shall apply to the arbitration proceeding. The arbitrator shall be neutral and independent and shall comply with the selected arbitration service's code of ethics. Additionally, the arbitrator shall be guided by and apply the Federal Rules of Evidence and "governing substantive" law.* The arbitrator's award shall be final and binding on all parties. Judgment on the arbitration award may be entered in any court having jurisdiction over the parties. If a party fails to comply with the arbitrator's award, the other party may petition a court having jurisdiction to enforce the award. The parties shall bear their own attorneys' fees unless such fees are expressly provided for by applicable law. If the arbitrator determines that reasonable attorneys' fees are to be awarded under applicable law, the parties agree that the arbitrator will also determine the amount under the award for attorneys' fees. In the event a party fails to proceed with arbitration, fails to comply with the arbitrator's award or unsuccessfully challenges the arbitrator's award, the other party is entitled to any costs and expenses incurred, including a reasonable attorneys' fee for having to compel arbitration or defend or enforce the award.

Binding Arbitration means: (1) that both parties give up the right to a trial by a judge or jury; (2) that both parties give up the right to appeal from the arbitrator's ruling except for a narrow range of appealable issues expressly provided for in 9 U.S.C. § 16; and (3) that discovery may be severely limited by the arbitrator, and should the arbitrator decide to allow full discovery, the arbitrator may not exceed discovery limitations set forth by the Federal Rules of Civil Procedure.

I acknowledge that I have read and agree to abide by the terms of the arbitration provision set forth above.

SIGNATURE: _____

XIX. USA Patriot Act Compliance: As required by the USA Patriot Act, you authorize Global to take reasonable and practical measures to verify the accuracy of the information you have provided in the application portion of this Agreement, as well as to verify your identity by, including and without limitation, securing or accessing your credit report, and/or obtaining any other information about you in order to assist in combating terrorism and preventing Global's system and the banking system from being used for money laundering or other impermissible, illegal purposes.

XX. PRIVACY POLICY: Global may collect personal information that you provide: (1) in the application portion of this Agreement; (2) in any updated information you may provide from time to time; and (3) as part of the transactions processed through your Account. A description of the Privacy Policy applicable to your Account is provided below. If you have additional questions regarding this Agreement's Privacy Policy, please contact Global's Customer Support.

- a. **Collection / Use of Personal Information:** Collection of your personal information is designed to protect access to your Account and to assist in providing you with the products and services you have requested. All personal information collected and stored by Global, or on its behalf, is used for specific business purposes: (1) to protect and administer your Account and initiate your authorized transactions; (2) to assist in the design or improvement of products and services; (3) to identify additional products or services offered by Global and/or its affiliated companies that may meet your needs; and (4) to comply with state and federal banking regulations. Only approved and authorized personnel will have access to such information. To further protect your information, auditing mechanisms are in place to identify anyone who may have accessed and in any way modified your personal information.
- b. **Maintenance of Accurate Information:** You may update your personal information online, at any time, by using your Password to log into Global's website or by contacting Global's Customer Support. To ensure that Global is able to protect your Account and verify your information, it is in your best interests to maintain accurate and current any records concerning your personal information.
- c. **Limited Access to Personal Information:** Access to your personal information is limited to only those personnel with a business reason for accessing such information. In addition, all personnel are trained and educated about the importance of confidentiality and customer privacy. Individual user names and passwords are used by approved personnel to access your personal information, providing audit trails to further safeguard the privacy of your personal information.
- d. **Third-Party Disclosure Restrictions:** All third parties with a business need to access your personal information are required to adhere to stringent privacy policies. Your personal information may be supplied to a third party in order to process a transaction you have authorized or if the disclosure is allowed or required by law, e.g., the exchange of information with reputable reporting agencies in response to a subpoena, in connection with the investigation of fraudulent activity, etc.
- e. **Sharing of Information:** You authorize Global to share certain information with your debt settlement provider and any third party to the extent necessary to administer your Account in accordance with your instructions and authorization. ***You expressly acknowledge that Global does not maintain records of any documents or information associated with your debt settlement program.***

XXI. English Language Governs: The terms of this Agreement and the products and services we provide are governed by the English language. As a courtesy, Global has made this Agreement available in languages other than English. If there is any difference in meaning between the English and non-English version of any of our documents, including this Agreement, the English version will apply to your Account and is available to you upon request.

XXII. Merger Clause: This Agreement contains the complete and final understanding between the parties. Any prior oral statements, representations, or agreements are superseded by this Agreement.

XXIII. Customer Support Information:

Correspondence Address: 4500 S. 129th E. Avenue, Suite 177
Tulsa, OK 74134

Telephone: (800) 398-7191

Fax: (866) 355-8228

Website Address: www.globalclientsolutions.com

Email: customersupport@globalclientsolutions.com

Note: Global will provide you with a welcome packet subsequent to the execution of this Agreement that will contain deposit instructions applicable to those customers who choose to send in deposits.

DEDICATED ACCOUNT AGREEMENT AND APPLICATION

I hereby apply for and agree to establish a non-interest bearing dedicated account ("Account") to be administered at a bank selected by Global Client Solutions LLC ("Global") for the purpose of accumulating funds to repay my debts in connection with a debt settlement program of my own choosing (my "Program") that is managed by the organization responsible for administering the Program ("Sponsor"). I understand that Global is not a party to my Program and does not participate in the management of my Program. I understand that this Agreement is subject to a customer identification program, as required by the USA Patriot Act and other applicable laws; and accordingly, I hereby represent that the following information is true and complete to the best of my knowledge and belief. In addition, I understand that I may be required to provide a copy of a driver's license and/or other information from time to time for use in connection with the verification of my identity and the administration of the Account. **Furthermore, I understand that the Account is governed by the terms of this Agreement and that I am bound by all of its terms and conditions, including the binding arbitration provision located in paragraph XVIII on page 2 of this Agreement.**

ACCOUNT OWNERSHIP, CONTROL AND USE: I understand that the Account, when established in accordance with this Agreement, will be my sole and exclusive property; that only I (or authorized contact, if any) may authorize deposits to and creditor payments from my Account; and that only I may withdraw funds from and/or close my Account at any time as provided for in the Agreement. I hereby authorize (a) periodic deposits to be made to my Account pursuant to the authorization provided below and (b) periodic disbursements to be made from my Account. In this regard, I hereby authorize payment from my Account of the fees and charges provided for in this Agreement. Should I designate an authorized contact, such designation allows for confirmation of Account information and for receipt of messages regarding my Account to the designee.

PERMISSION TO SHARE DATA: I hereby grant permission for the bank, Global and the Sponsor to share information regarding my Account and my Program with one another and with any other party to the extent necessary to facilitate the transactions I authorize on my Account, and acknowledge that sharing information among these parties is essential to the administration of my Account. I understand that the Agreement provides additional information relating to my privacy rights.

Applicant: Last Name (Please print clearly)		First Name		MI	Social Security #	Date of Birth (mm/dd/yy)	
Authorized Contact (optional): Last Name		First Name		MI	Social Security #	Date of Birth (mm/dd/yy)	
Mailing Address				City		State	Zip Code
Physical Address (if different from mailing address)				City		State	Zip Code
Home Phone No.	Email Address			Mother's Maiden Name (for future ID purposes)			
Cell Phone No.	Sponsor			Sponsor's Global Account Number (if known) SIGN HERE			
Applicant's Signature				Date			

AUTHORIZATION TO DEBIT BANK ACCOUNT Applicant's Financial Institution Information

Bank Name	Routing Number¹	Account Number²	
Address	City	State	Zip Code

Name (as it appears on check)			
Address (as it appears on check)		C	

Amount of Debit		Day of Debit	
\$ 2,400.09	On or after the	1	day of each month until further notice.

¹ Routing Number is the 9-digit number appearing in the bottom left corner of your check.
² Account Number is to the right of the Routing Number and before the Check Number.

I hereby authorize Global to initiate debit entries to my **checking account (or Δ savings account)** at the financial institution named above (my "Primary Bank Account"), in the amount(s) and on or after the date(s) set forth above, and to debit the same from my Primary Bank Account for the purpose of transferring funds to my Account. I represent that my Primary Bank Account exists; that I own it; and that I will maintain sufficient funds in it to permit the debits to clear on the applicable dates. I understand that I may incur a charge as set forth in the Schedule of Fees and Charges if any attempted debit is not immediately honored when presented; and that the financial institution providing my Primary Bank Account may also assess a charge if this occurs. In addition, I understand that I may subsequently designate another account for this purpose by contacting Global's Customer Support; that I may also change the corresponding amounts and dates from time to time in that manner; and that the representations I made above about my Primary Bank Account will apply to any other account that I designate.

This authorization shall remain in full force and effect until I give a written termination notice to Global that affords it a reasonable period of time to act on it. Any such notice, and any other written notice that is provided for in this Agreement, shall be sent to Global's Customer Support at the addresses set forth in the Agreement.

Applicant's Signature Authorizing Global to Debit Applicant's Primary Bank Account	Date
SIGN HERE	

SCHEDULE OF FEES AND CHARGES	
Account Setup (one-time fee)	\$0.00
Monthly Service Charge	\$10.95
Dishonored/Returned Deposit Item	\$0.00
Premium Deposit Services	
Incoming Wire Transfer	\$10.00
Disbursement Fees	
ACH	\$2.00
DirectPay	\$2.00
Manual Check (USPS)	\$4.00
Pay by Phone	\$1.50
2 nd Day Delivery*	\$12.00
Overnight Delivery*	\$20.00
Wire Transfer	\$15.00
Stop payment order	\$17.50

*3:00 pm Central Time Cutoff

CUSTOMER SUPPORT

Any questions or inquiries relating to your Account should be directed to Global's Customer Support. See paragraph XXIII of this Agreement for Global's correspondence address, Global's website address, and the toll-free number to Global's Customer Support. Please note that Global is not a party to your Program, and any questions relating to your Program should be addressed to your Sponsor, and not to Global.

FOR OFFICE USE ONLY

--

CUSTOMER'S GLOBAL ACCOUNT NUMBER

--

SPONSOR'S GLOBAL ACCOUNT NUMBER