

SAMPLE



6/17/2010

John Doe

Dear John Doe,

Congratulations! Please allow Northeast Settlement Group, LLC the opportunity to welcome you to our Program. NE Settlement Group and our affiliates are committed to providing excellent service and support on your path of improving your financial future.

Take a moment to review the contents of this "Welcome Kit".

- **Northeast Settlement Group Service Agreement**
- **Noteworld Application** (*Your Account User Name and PIN will be supplied 5 days after submission of application*)

Please sign and date where necessary and return your agreement and application back to us as soon as possible so that we can complete processing your file.

Remember, our service's offer a variety of solutions and assist you with improving your current financial situation. If you know of others who would benefit from such a tremendous program, please have them contact NE Settlement Group, LLC to inquire.

Welcome again to our Debt Settlement Program John Doe! We look forward to servicing your needs and exceeding your expectations throughout the entire program.

Sincerely,

320 West Main Street
Norton MA 02766
Phone: (508) 618-4177
Fax: (888) 380-6642
Email: brandon@settleshort.com
Toll Free: (866) 794-1869

SettleShort ELITE Service Agreement

1. **Parties.** This agreement (the "Agreement") is made 6/17/2010 between John Doe (referred to herein as "Customer" even if more than one) and **Northeast Settlement Group, LLC**, whose address is **320 W. Main St, Norton, MA, 02766** (referred to herein as COMPANY). Customer acknowledges that various members of the COMPANY staff, or other independent contractors employed by COMPANY, may assist in handling this matter. However, no other party has received permission from COMPANY to charge additional fees for the negotiation service to be performed under this Agreement.
2. **Effective Dates:** This AGREEMENT to become effective on date noted in paragraph 1 but will be retroactive to the date that the COMPANY first provided service. This AGREEMENT will terminate once all of the CUSTOMER'S enrolled accounts have been resolved, or by termination by either party as directed by the terms of this AGREEMENT.
3. **Purpose of Agreement:** Customer and COMPANY agree that the purpose of this AGREEMENT is for the resolution of claims made against Customer by the following creditors in the attached Schedule A, herein referred to as "CREDITOR(S)".
These claims are referred to as Customer's debts.
4. **Fees:** Customer agrees to pay COMPANY a program fee (commission) equal to 20% of the savings amount, of each enrolled debt. The fee (commission) will be earned and charged to the CUSTOMER at the time settlements are reached and payment made to each creditor. A \$300/yearly Processing Fee will be charged to initiate the Program and maintain any necessary correspondence with CUSTOMER'S creditors. The Processing Fee is non refundable and will be spread out evenly over the life of the program through \$25 a monthly fee. CUSTOMER agrees to have all fees debited (upon reaching approved settlements) from their Noteworld Trust Account.
5. **Savings Budget/Payments to Creditors by Customer.** Customer agrees to budget in Noteworld Trust Account at a minimum of \$ _____ per month. Customer agrees to set aside these funds for distribution to creditors and to continue to budget and deposit monies to savings until all Enrolled Debts are settled in full
6. **Customer Responsibilities:** Customer agrees to be truthful and cooperative; to promptly notify COMPANY of any phone number or address changes; to fill out and return any and all papers and questionnaires supplied by COMPANY within 5 days; and to reasonably consider COMPANY recommendations regarding any potential settlements. Customer expressly agrees to make timely payments for services rendered and to reimburse COMPANY.
7. **COMPANY Responsibilities:** COMPANY has a duty to maintain the confidences and secrets of Customer. Company will perform the duties described in the agreement; will keep Customer reasonably informed of the progress of negotiations; and will respond to Customers inquiries and communications, Company will begin negotiation of Customer accounts as soon as Customer has savings available to fund anticipated settlement.
8. **No interference with CUSTOMER-CREDITOR(S) Relationship:** Customer acknowledges and agrees that COMPANY has not, and it will not in the future, take any action to disrupt the relationship between the Customer and any creditor or person with whom Customer has a contractual or business relationship. Customer represents that COMPANY has not given Customer any recommendation regarding the Customer's determination to reduce or terminate payments to any creditors.
9. **Arbitration:** Both parties agree that if customer feels that a dispute that cannot be resolved between parties as per the terms of this AGREEMENT, Customer will submit a request to AAA (American Arbitration Association) for binding arbitration by an arbitrator and in a location of AAA's choosing. This type of arbitration means that both parties waive rights to a trial by jury and to appeal.
10. **Entire Agreement:** This written agreement constitutes the full and complete agreement between Customer and COMPANY. This written agreement supersedes any and all other agreements or understandings, whether written or oral, for the matter described in paragraph 2.
11. **Pertinent Documents:** Customer must provide all correspondence, letters, records, receipts, bills, statements, evidence, legal papers, judgments and anything the Customer feels COMPANY should review in furtherance of Customer's representation within (5) days.
12. **Not Included in Representation:** Customer expressly acknowledges that COMPANY does not provide legal, tax, or investment advice. If Customer needs legal advice, legal expertise or court filings, Customer must seek advice of an attorney. This Agreement does not include any legal representation for any claim or cause of action brought against Customer, including cross-complaints. This agreement does not cover any appeal in which the Customer is an appellant or respondent arising from the original representation. Each representation for services require a separate writing, which must be signed by both parties. Customer agrees that COMPANY has not represented that it will advise or assist

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Customer in the modification, improvement or correction of credit entries on Customer's credit reports or that COMPANY can stop all collection phone calls or correspondence.

13. **Choice of Law and Jurisdiction:** This agreement is made and the services performed in the State of Massachusetts. In the event of a dispute that is not resolved by arbitration as set forth in paragraph 8, Customer and COMPANY agree that venue of resolution shall be in Bristol County, Massachusetts, and no other location. Both COMPANY and Customer agree that any disputes arising from the contract shall be governed by the laws of the state of MA, notwithstanding any conflicts of law principles to the contrary.
14. **Authorization to Obtain Information:** Customer authorizes COMPANY to request, receive and discuss any and all information about Customer's debt, the causes of any financial hardship (including medical problems). And any other information, including Customer's consumer credit reports, which is or becomes pertinent to settlement negotiations. Customer agrees to indemnify and hold COMPANY harmless of any loss, liability, or damage by any reason thereof. This authority is assignable and transferable.
15. **Withdrawal:** Customer and COMPANY agree that either party may cancel this agreement upon receipt of written notice after the 10 business day period using Certified Mail. Customer will be obligated to pay that portion of the fees due to COMPANY as per this AGREEMENT preceding that receipt by mail of that same written notification. (THIS IS NOT THE 3 DAY RIGHT OF RECISSION)

Creditor Name-Account Number	Balance Owed
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
	\$60,000.00

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT AND HEREBY AGREE TO BE BOUND BY ALL OF THE TERMS HEREOF. I ACKNOWLEDGE THAT I HAVE BEEN PROVIDED WITH A COPY OF THIS AGREEMENT AND ALL ATTACHMENTS FOR MY PERSONAL RECORDS. YOU MAY CANCEL THIS CONTRACT, WITHOUT ANY PENALTY OR OBLIGATION, AT ANY TIME BEFORE MIDNIGHT OF THE 3RD DAY WHICH BEGINS AFTER THE DATE THE CONTRACT IS SIGNED BY YOU.

John Doe

_____/_____/_____
6/17/2010

*Initial _____

SettleShort ELITE Program Summary

Client Name: John Doe

Months in Program	Monthly Service Fee	Noteworld Annual Fee	Savings for Settlement	Total Mo/Payment
36	\$25	\$12.50	\$916.67	_____

This summary and monthly payment is based upon an estimated settlement amount of 55% (including our services fees) of the total enrolled debt spread evenly over the duration of the program.

This summary pertains to only the enrolled debt from page 3 of the AGREEMENT. Any additional debts added after the signing of this agreement will require a new plan and contract.

Settlement funds will be held in a third party trust account with Noteworld Servicing. Fees will be automatically drawn from this account in accordance with the settlement schedule above. This automatic draft will occur on the day of every month until clients enrolled debts are settled.

Requests to postpone payment or terminate your agreement can be made up to 3 days prior to your scheduled draft date.

By signing below you acknowledge that you have read and agree to the above stated Program Summary.

John Doe

____ / ____ / ____
6/17/2010

*Initial _____

Enrolled Debt Adjustments

We would like to have the most updated and accurate information on file in regards to your account. Please review all of the information listed on page 3 of your service agreement and confirm the following by checking one of the boxes below.

The information listed on pg 3 is accurate and correct.

The information listed on pg 3 is not accurate and I would like to make the following changes:

If changes are to be made, please do so within the provided area:

Our Records	Updated Acct. #	Updated Balance

Add any additional information you feel may be helpful for us to settle your debts:

*Initial _____