

## Agreement to Allow CCDCS to Provide Debt Management Services

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### CCDCS SHALL:

1. Notify all creditors listed in the debt management agreement of the client's desire to engage the services of CCDCS. This includes an offer as to the proposed monthly payment to be made to the creditor. Effective date of the agreement shall be the date upon which CCDCS receives the first payment from the client for the purpose of distribution to creditors.
2. Provide client with a client statement and current educational information once each year.
3. Make only one disbursement per month per client.
4. Place all payments received for the purpose of dispersal to creditors in a client trust account. All such client payments shall be separated from the funds of CCDCS or any of its officers or employees and may be used only for paying debts of the person from whom the money was received. Such trust funds are not subject to attachment or levy by order of court.
5. Make remittance to creditors within fifteen (15) days after initial receipt of payment.
6. Have the right to determine how payments received will be divided among creditors if no such direction has been agreed upon previously between client and CCDCS.
7. Upon cancellation of CCDCS' services by the client, notify immediately in writing all creditors of such cancellation.
8. Keep, for a period of two years, payment history, accounts, and records after the final entry of each successful application.
9. Receive voluntary contributions from the client's creditors (fair share or grants) based on the creditor's standard operating procedures with respect to debt management companies - such as CCDCS. This contribution will not affect the client's obligation with the creditor, nor the decision by CCDCS whether to accept the client into its debt management program.
10. Charge compensation for services rendered the client, at a minimum of \$50.00 per month. This monthly payment is subject to the client's ability to pay for such services. A client shall not be denied services from CCDCS because of an inability to pay a monthly payment on their debt management plan. Each counselor has the authority to override the requirement of a monthly service fee received from a client. A monthly fee is not a requirement for services received from CCDCS.

### CCDCS SHALL NOT:

1. Accept an agreement unless a thorough written budget analysis of the client's financial situation indicates that the client can reasonably meet the payments required in his/her budget analysis.
2. Charge any cancellation or termination penalty.
3. Accept any agreement which has any blank spaces when signed by the client.
4. Lend money or credit or provide any type of loans.
5. Furnish legal advice or perform legal services of any kind nor hold itself out to be competent in the area of law.

### This Agreement between CCDCS and the client SHALL:

1. List every debt to be consolidated with each creditor's name, and disclose the total of all such debts.
2. Provide payments reasonably within the ability of the client to pay, in precise terms, when possible.
3. Disclose in precise terms the amount of CCDCS's charges.
4. Be delivered to the client signed by both the client and CCDCS or an authorized agent for CCDCS.
5. Be null and void upon written notification by CCDCS or the client, or upon the client's or CCDCS's failure to perform the requirements stated herein, whereby all creditors and the client will be notified in writing by CCDCS.

### The CLIENT SHALL:

1. Provide all requested information completely and honestly.
2. Provide in a timely manner any changes in information which is relevant to a client's financial status or plans, or relating to the client's address or phone number.
3. Be available by telephone or other instant electronic media within CCDCS's regular hours of business.
4. **Make all payments for distribution to creditors in the form of a money order, or bank ACH draft.** Bank ACH payments are the preferred method of payment to CCDCS.
5. Upon execution of this agreement by the client, authorize CCDCS to communicate with the client's creditors as is necessary for the normal establishment and administration of the client's debt management program with CCDCS.