



Freedom Debt Relief, LLC

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Debt Resolution Agreement

Date: September 17, 2021

Client: <Your Info Here> <Your Info Here>
<Your Info Here>
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YourInfo@Here.com

Co-Client: <Your Info Here> <Your Info Here>
YourInfo@Here.com

2114 Freedom Way, Tempe, AZ 85281
1875 S. Grant St., Ste. 300, San Mateo, CA 94402

Program Details

Estimated Costs for your Freedom Debt Relief (FDR) Program:

Your Enrolled Debts		Your FDR Program		FDR Program Benefits
Amount you now owe your creditors on the debts enrolled in your FDR program	\$ 0	Total amount of debt enrolled in your FDR program (from Exhibit A)	\$ 0	
Amount you will pay in principal on enrolled debts if you were to pay off your debts on your own	\$ 0	Estimated amount needed to settle your debts through your FDR program	\$ 0	<i>We estimate that you will pay \$0 less</i>
Estimated charges and fees if you pay off your debts paying only the estimated minimum monthly payment ¹	\$ 0	Estimated total settlement fees ² Estimated bank service fees ³ Total	\$ 0	<i>We estimate you will pay \$0 less in charges and bank fees</i>
			\$ 0	
			\$ 0	
Total estimated amount you will pay in principal and interest and fees	\$ 0	Total estimated program cost, including settlement amounts and fees	\$ 0	<i>We estimate you will pay \$0 less to resolve your debt compared to minimum monthly payments</i>
Estimated current total minimum monthly payment you owe on your debts ¹	\$ 0	Estimated monthly deposit to your Dedicated Account ⁴	\$ 0	<i>We estimate you will pay \$0 less each month</i>
Estimated time to pay down your debts paying only the estimated minimum monthly payment ¹	0 months	Estimated length of your FDR program	0 months	<i>We estimate you will pay down your debts 0 months faster</i>

Schedule for Deposits to your Dedicated Account:

Amount of Each Scheduled Deposit	When Deposits are Due	
\$0	Deposit are scheduled Monthly, beginning	May 31, 2021
	Estimated last deposit is scheduled for	November 29, 2023

The information provided in this Debt Resolution Agreement is for your FDR program only and not for general use. Settlement and benefit estimates relate to your FDR program alone and do not represent the settlement or benefit estimates for any other customer. Amounts, time periods, benefits, and results are not guaranteed. Not all clients complete their FDR program. The accuracy of the estimates provided in this Debt Resolution Agreement depends on the accuracy and completeness of information we received from you and third parties. Actual amounts and time periods may be higher or lower than estimated and are subject to change. Program cost, settlements, and benefit estimates are based on prior results and will vary depending on your specific circumstances, your creditors' billing and collections practices, and your adherence to your FDR program requirements including making consistent deposits to your Dedicated Account.

¹ These are estimates and are not actual amounts or periods. They are determined from information in your credit report and certain assumptions based on our prior experience and publicly available information on interest rates, charges and minimum payment requirements for consumer debt, such as, finance charges accrue at rates ranging from 6% to 29.99% (20.3% for current credit cards and 29.99% for delinquent credit cards). Your actual rates, charges, fees and minimum payment requirements may be higher or lower. These estimates also assume that there are no additional charges, rebates, refunds, payments or reductions of your debt other than the monthly payment of the estimated current total minimum monthly payment.

² Estimated total settlement fees include settlement fees payable as described in Subsection 5.a. on all enrolled debts. These amounts exclude any other fees and charges (such as any state taxes, other costs and fees, and bank fees, if any, as described in Subsections 7.c and 3.b.vi.).

³ Estimated bank service fees includes Monthly Service Fees charged by your Dedicated Account administrator, as described in Subsection 3.b.vi, over the estimated program length of your FDR program. However, these fees do not include any setup fees or payment processing fees, if any, as described in Subsection 3.b.vi.

⁴ If deposits to your Dedicated Account are scheduled on a semi-monthly or bi-weekly basis, estimated monthly deposit to your Dedicated Account is an estimate of the total deposits scheduled to be made each month.

IMPORTANT INFORMATION

Adverse Consequences. Debt resolution is suitable only for persons who are in financial distress and unable to pay or continue to pay their minimum monthly payments on their debts without severe hardship.

Since many creditors will not consider an offer to settle a debt unless it is past due or charged off, our ability to negotiate settlements and reduce your enrolled debts depend on the delinquency status of the debt and you not charging, drawing or making advances on those debts.

As a result, the use of debt resolution services will likely adversely affect your creditworthiness, may result in you being subject to collections or sued by creditors or debt collectors, and may increase the amount of money you owe due to the accrual of fees and interest. Your creditors may place the debt with third parties, such as collection agencies or law firms, to collect on the debt, and may sell the debt to another creditor or debt buyer. We cannot prevent a creditor, collector, or debt buyer from taking legal action, such as a lawsuit, against you and cannot provide you with any assurance that legal action will not be taken against you.

Although you may have already fallen behind, or expect to fall behind, in making payments to your creditors due to your financial hardship, any decision to stop paying your creditors in connection with your enrollment in the FDR program is yours alone.

No Guarantee of Settlement; Limitation of Services. We do not guarantee that your debts will be settled at all, settled for a specified amount or percentage, or settled within a specified period of time. We do not assume your debts, and we do not make monthly, periodic, or regular payments on your debts.

Not all Clients Complete the FDR Program. Not all clients complete the FDR program for various reasons, including the failure to deposit or maintain sufficient funds in their Dedicated Account.

Timing of Negotiations and Settlements. Provided you make your scheduled deposits to your Dedicated Account, we expect to make a bona fide offer to settle your first debt within 3 months of your first program deposit. We expect that you will need to have accumulated as much as 25% of the amount due towards each new settlement (in addition to amounts needed to make payments on any ongoing settlements) in order for us to make a bona fide offer to settle each debt. These estimates are based on past results and do not apply in all circumstances.

Settlement Fees. Our fee for each settlement is considered earned and due in full after a settlement is reached on the debt, you have agreed to that settlement, and at least one payment on that settlement has been made from your Dedicated Account. Except as may be expressly provided under "FDR Commitment—Program Guarantee", each settlement fee, once earned, is non-refundable. Your agreement to each settlement constitutes your instruction to pay us the corresponding settlement fee from your Dedicated Account.

You Own and Control your Dedicated Account. You will, at all times, own and control all funds held in your Dedicated Account. Only you can authorize a payment, transfer or withdrawal of funds from your Dedicated Account. Under no circumstances do we maintain custody or control your Dedicated Account or maintain custody or control the funds held in your Dedicated Account. You may withdraw from your FDR program at any time without penalty, and, if you do, you will receive all funds in your Dedicated Account, other than settlement fees earned by us.

Termination. You may terminate this Agreement at any time, without any termination fee. Upon termination, you are entitled to receive the remaining funds in your Dedicated Account, other than earned settlement fees or fees earned by your bank processor, within seven (7) business days. You understand that if you terminate this Agreement, any agreed upon installment settlements may be adversely impacted, and you will be fully responsible for the full balance owed on any unsettled debts, including accumulated interest, fees, and deferred and/or unpaid earned settlement fees.

By signing this Agreement, you acknowledge that you have read this Agreement and understand the potential consequences of enrolling in a debt resolution program, including but not limited to the potential consequences of failing to make payments on your debts and the potential impact to creditworthiness.

Freedom Debt Relief, LLC Debt Resolution Agreement

This Debt Resolution Agreement, along with each of the documents referenced in Subsection 7.f. entitled “*Documents Incorporated by Reference*” (collectively the “Agreement”), is made by and between **Freedom Debt Relief, LLC**, a Delaware limited liability company (“FDR,” “we,” “us” or “our”), and **<Your Info Here> <Your Info Here> and <Your Info Here> <Your Info Here>** (“you” or “your”). This Agreement will not be effective until we receive from you a properly executed copy of each required document (“Effective Date”).

1. **FDR Commitment.**

- a. **Results First.** You will not pay us any settlement fees until we reach a settlement. A “settlement” is the settlement, reduction, or other change to the terms of an enrolled debt. We will only charge you a settlement fee on an enrolled debt when a settlement is reached on that debt, you authorize the settlement, and at least one payment is made toward that settlement. See Subsection 5.a. below for a description of the timing of payment and amount of settlement fees.
- b. **Program Guarantee.** Our objective is to help you pay less than you currently owe on your enrolled debts over the life of your participation in the program. Accordingly, after you graduate from your FDR program or otherwise terminate this Agreement for any reason, we will evaluate your eligibility for a refund of some or all of the settlement fees you have paid. In particular, if your FDR program settlement costs exceed the enrolled amount of your settled debts then we will refund the amount of that excess, up to 100% of our settlement fees. Important notes and limitations:
 - i. Your enrolled debts are reflected on Exhibit A and may be restated as described below.
 - ii. For purposes of this settlement fee refund, your “FDR program settlement costs” are (a) the total amount you paid to your creditors through your FDR program, *plus* (b) the total settlement fees paid to us as described in Subsection 5.a. (excluding any other fees, costs or taxes you may incur).
 - iii. In the event you charge, draw, or take advances on a debt after enrollment, that debt, and any FDR program settlement costs associated with that debt, will not be considered for purposes of this settlement fee refund.

2. **Our Services.** We will work in good faith to negotiate, either directly or with the assistance of agents, representatives, or attorneys (each, a “representative”), a settlement of each of the unsecured debts listed on Exhibit A (each, an “enrolled debt”) during the term of your FDR program. As part of your FDR program, we will periodically provide you with access to financial educational materials designed to guide you through your FDR program and to help you better understand borrowing, spending and savings habits.

- a. **Negotiating Your Debt.** We may negotiate, directly or through a representative, with a variety of different entities to settle your enrolled debts. These entities include the original creditor, the current creditor, or any other entity that may hold a debt, including any of their agents, attorneys, or third-party collectors (each, a “creditor entity”). Placement or sale of a debt to a third party (such as a law firm, collection agency or debt buyer) does not mean the debt has been forgiven and does not mean that the debt is no longer due. The term “creditor” means any and all creditor entities with which we may negotiate, directly or through our representative, a settlement of an enrolled debt.

While we may expressly represent our ability to negotiate a settlement of an enrolled debt, we often negotiate settlements with creditor entities other than the original or current creditor. As a result, we make no representation about our ability to negotiate with any specific creditor entity and make no representation about whether any specific creditor entity will negotiate with us.

If we do engage a representative, we will pay the cost, if any, for their assistance. By signing this Agreement, you consent to our requesting such assistance, and you acknowledge and agree to pay our settlement fee if such assistance leads to a settlement that you approve.

- b. **Your Participation.** In some instances, we may ask you to participate in negotiations with a creditor. Your participation may include you joining our negotiators or representatives in communications with a creditor or, possibly, you communicating with a creditor directly. You are *not* required to participate in such negotiations. If you choose not to participate, we will discuss alternative strategies for settling that debt. You may request that we continue attempts to resolve the debt without your participation. You may also withdraw that debt from your FDR program at any time before it is settled with no charge to you. If you withdraw a debt, we will continue our efforts to settle the other debts in your FDR program. If we do ask for your participation in negotiations with a creditor, and you agree to participate, we will advise you throughout the process, and you agree to pay our settlement fee, as described in Subsection 5.a. below, if a settlement is reached and you approve that settlement.

- c. **Program Progress.** We will keep you reasonably informed of our efforts to settle your enrolled debts. We will respond promptly to your inquiries and communications. At all times, you will have access to your Client Dashboard where you will be able to review, in real time, your FDR program progress, including (i) the status of your enrolled debts and settlements, including active settlement agreements, remaining payments, fees charged, earned and collected on settlements, and negotiation status; (ii) the amount and dates of deposits to your Dedicated Account (defined below) and distributions you have authorized to your creditors, to us, to your banking service provider, and to other third parties, including scheduled deposits and distributions; and (iii) monthly statements from your banking service provider. You may log in to your Client Dashboard at www.fdrclient.com or contact a Customer Service Representative during normal business hours at the telephone number, mailing address or email address indicated on the cover page of this Agreement, for information regarding your FDR program, including settlement information.
- d. **Estimated Program Length.** The estimated length of your program is indicated on the Program Details page of this Agreement, which is our estimate of the time it will take to settle all of your enrolled debts. The actual length of your program will depend upon (i) your ongoing ability to make your program deposits, as described below, and (ii) your creditors' willingness to settle your debts promptly and reasonably. Regardless of the estimated length of your program, we recommend that you make additional deposits to your Dedicated Account whenever possible. Additional deposits may help to settle your debts more quickly. The sooner you accumulate funds in your Dedicated Account, the sooner we can contact your creditors to negotiate settlements for you.

3. **Your Responsibilities.** Our ability to help you achieve your goals depends on you meeting your responsibilities under this Agreement. You agree to (i) make your scheduled program deposits to your Dedicated Account, on time and in full, and maintain sufficient funds in your Dedicated Account to make payments on your settlements, (ii) notify us promptly of any information or correspondence you receive from your creditors, including, but not limited to, any offer to settle a debt, any change in status of a debt, any notification of an assignment of a debt to a new servicer or creditor, and any lawsuits filed by your creditors, (iii) respond promptly to any request from us to approve a proposed settlement offer, (iv) assist us in verifying the information associated with any debt, including but not limited to account numbers, creditor identity, and amount owed on the Effective Date, (v) notify us of any change to your bank account information, telephone number, e-mail or physical address or other contact information, and (vi) respond promptly to our requests for documents.

If you fail to fulfill these responsibilities, we may remove debt from your FDR program or terminate this Agreement.

- a. **Program Deposits.** Unless we can demonstrate to a creditor that you have sufficient funds available to make an initial or full payment to settle a debt, we may not be able to begin negotiations to settle your enrolled debts. It is your responsibility to accumulate enough funds in a dedicated, special purpose bank account ("Dedicated Account"), established with an FDIC-insured bank, to enable us to make good faith offers to negotiate settlements on your enrolled debts, to cover payments on your agreed upon settlements, and to pay settlement fees, Dedicated Account bank and payment processing fees, and any other amounts due and payable under Subsections 5(b) and 7(c). You agree that the information you have provided, including the information reflected in your Personal Cash Flow Assessment, attached as Exhibit E, is accurate. You also agree that, as of the date of this Agreement, you can afford to make, and beginning on your Program Deposit Start Date, you will make, scheduled deposits in the amount and on the date and frequency indicated on the Program Details page of this Agreement and in the Special Purpose Account Agreement for your Dedicated Account between you and your Dedicated Account bank.

You own and control your Dedicated Account and the funds held in that account. FDR neither maintains custody or control nor has an ownership interest in your Dedicated Account.

The terms and conditions of your Dedicated Account are set forth in the Special Purpose Account Agreement. Fees and other charges associated with your Dedicated Account are payable only to your Dedicated Account bank or payment processor and are not part of the settlement fees charged by us for settling your debts and are not included in the estimated costs disclosed on the Program Details page of this Agreement.

- b. **Representations & Acknowledgements.** By executing this Agreement, you represent to us, and acknowledge your understanding of, the following:
- i. **Unsecured Debt Only.** Each enrolled debt is an unsecured debt in the amount listed on Exhibit A, as may be restated as described in Section 5, and is your sole obligation and responsibility. You acknowledge that we do not assume or pay any debt or attempt to extend the time you may have to pay any creditor.

If any of your enrolled debts are discovered to be secured by collateral, (1) you agree to hold us harmless for any negative consequences resulting from enrollment of the debt, (2) we may remove the debt from your FDR program, and (3) we will have no obligation under this Agreement to resolve the debt.

- ii. **No Enrolled Debts Subject to Litigation** No enrolled debt is subject to litigation at the time of enrollment into your FDR program. If any of your enrolled debts are discovered to have been subject to litigation prior to enrollment, (1) we may remove the debt from your debt resolution program, (2) we will have no obligation under this Agreement to resolve the debt, and (3) we are under no obligation to provide legal representation of any kind, including Limited Lawsuit Representation described clause (vii) below. For the purposes of this Agreement, “subject to litigation” includes, but is not limited to, a summons & complaint has been filed with a court of law, you have been served a lawsuit, there is a pending hearing or motion or required to appear in court, a judgment has been entered, or the creditor has garnished your wages, levied any bank accounts, or placed liens on any property or accounts you may have.
- iii. **No Additional Charges; Additional Debt Not Covered by this Agreement.** Any additional charges, draws, or advances on your enrolled debts you make after enrollment in your FDR program will impair our ability to secure settlement offers. Accordingly, you agree not to incur any further charges, make any further draws, or take any further advances on any enrolled debt after the Effective Date. Our obligations under this Agreement apply only to the debts listed on Exhibit A, as may be restated as described in Subsection 5.a., excluding any debts that have been removed as described below. See “*Withdrawal of Debts from the Program; Termination of this Agreement—Our Right to Terminate this Agreement or Remove Debts*” for a description of our right to remove a debt or terminate your FDR program in the event you incur additional charges, draws or advances on any enrolled debt. In the event you incur additional charges, draws or advances on an enrolled debt and, notwithstanding our right to terminate or remove the debt, we still settle the debt for you, the fee refund described in “*FDR Commitment—Program Guarantee*” will be calculated excluding the cost and fees for that debt.
- iv. **Certification of Financial Hardship.** Debt resolution is not suitable for everyone. Our program is only suitable for persons who are unable to pay or continue to pay their minimum monthly payments to their creditors without severe financial hardship. By signing this Agreement, you are confirming that (a) you are in a verifiable state of financial hardship, (b) you are unable to pay or continue to pay your minimum monthly payments to your creditors, (c) you have considered other ways of dealing with your debt, including, for example, credit counseling or bankruptcy, and (d) all financial information you have furnished to us is true, accurate, and complete. You may request information about other ways, such as bankruptcy, to deal with your debts.
- v. **Adverse Consequences.** Prior to enrolling in the FDR program, you should carefully consider and understand the potential adverse consequences listed below and in “*Important Information—Adverse Consequences*” above, and you should consider all of your options for managing your debts.

If you do not make the minimum periodic payments on your debts, your delinquencies will likely be reported to consumer reporting agencies as late, delinquent, charged-off, or past due balances. Your creditor may also raise the interest rate on your debt and impose other penalties, such as late fees and over-limit fees. Until your account is charged off, your account balance may continue to grow as your creditor may add accrued interest and fees and penalties, and, if negotiations are unsuccessful, you could be called upon to pay the entire balance. Even if we are successful in negotiating a less than full balance resolution for you, your creditor may report to credit reporting agencies that the debt was settled for less than the full amount.

In addition, an adverse change to your creditworthiness may adversely impact other non-enrolled debts or impair your ability to obtain financing or re-finance other debts. If you enroll a debt from a creditor with whom you have another account, the creditor may offset delinquent debts enrolled in your FDR program from other debts or accounts you have with that creditor. Enrollment of any debt may negatively affect other services from or loans you may have with that creditor, and that creditor may not offer you future services or products.

If you are in the military, have a security clearance, or work for or are employed by a governmental agency, a negative impact to your credit may adversely affect your security clearance, military rank, pay, or current or future employment.

If you enrolled any debt that is or was used for business purposes, you or your business may be subject to collection methods or practices not protected by the Fair Debt Collection Practices Act. Your enrollment of a business debt may affect other business or personal credit you may have or seek. In addition, any debt that is or was used for business purposes may not be eligible for law firm or attorney representation described in “*Limited Lawsuit Representation*” below.

If you enroll a debt that has a co-borrower who has not signed this agreement as a co-applicant, the co-borrower may be subjected to the same adverse consequences you may face, including, but not limited to, an adverse impact to their creditworthiness, collection activities, and potential litigation. A non-enrolled co-borrower does not have any rights to your FDR program, and our obligations under this Agreement do not

apply to any non-enrolled co-borrower. You agree to hold us harmless for any negative consequences resulting from the enrollment of a debt that has a co-borrower who has not signed this Agreement as a co-applicant.

By signing this Agreement, you acknowledge that you have read this Agreement and understand the potential consequences of enrolling in a debt resolution program.

- vi. **Limited Lawsuit Representation.** We cannot prevent a creditor, collector or debt buyer from suing you or taking other legal action against you. If you are sued on an enrolled debt, we may, in our sole and absolute discretion, engage a Legal Partner Network law firm or attorney ("LPN") to represent you in connection with that suit. There is no assurance that you will receive such representation. Any such representation will be limited and focused on addressing the lawsuit by settling the debt with the creditor.

In order to be eligible for LPN representation you must complete all scheduled program deposits to your Dedicated Account on time and in full, and you must sign the Lawsuit Representation Agreement attached as Exhibit F. If you receive LPN representation, we will pay the cost of such representation and will not charge you additional fees for such representation; however, you agree to pay any court costs or similar fees, and we will charge our settlement fee described in Subsection 5.a. if a settlement is reached in connection with such LPN representation, you approve that settlement, and a payment is made towards that settlement.

LPN law firms and attorneys are not FDR employees, and FDR does not own or control any of the law firms or attorneys that are engaged for LPN representation. FDR is not a law firm and FDR agents and employees are not attorneys and cannot and do not provide legal advice or legal guidance. LPN law firms and attorneys are deemed to be "representatives" for purposes of negotiating your debt as described in Section 2 above.

If a debt is removed from your FDR program or this Agreement is terminated for any reason, LPN representation, including our obligation to cover the cost of such representation, will immediately terminate with respect to each affected debt.

- vii. **Tax Consequences.** If a creditor cancels \$600 or more of a debt, the creditor may report to the Internal Revenue Service that you received discharge of indebtedness income. This means that if we settle a debt for less than the amount due on that debt, you may be required to pay taxes on the difference between the amount you owe and the amount you pay under a settlement. You may also be required to pay taxes on the full amount of a debt if the creditor writes off the full amount of the debt and you pay nothing to the creditor. Since we are not tax professionals and cannot give you tax advice, we recommend that you contact a tax professional to discuss the potential tax consequences of a resolution of a debt for less than the full balance.

- c. **No Guarantee of Settlement; Limitation of Services.** You understand and acknowledge that we do not provide tax, bankruptcy, accounting, legal or investment advice, credit counseling, or credit repair services. You further understand and acknowledge that we (i) do not assume your debts and do not make monthly, periodic, or regular payments to any creditor, (ii) make no claim that your FDR program will improve your credit rating or that we will attempt to modify, correct or remove any reference or entry from your credit report, (iii) cannot promise that we can stop collection phone calls or other creditor communications, (iv) cannot prevent a creditor from initiating legal action against you, (v) assume no responsibility or liability for your failure to comply with the terms of any settlement, and (vi) we do not guarantee that your debts will be settled at all, settled for a specified amount or percentage, or settled within a specified period of time. Our service is not available in all states, and our fees may vary from state to state.

- d. **Authorization to Review Consumer Credit Report Information.** You agree that we may receive and review your personal financial and credit information as necessary or appropriate for us to properly evaluate your financial situation. You understand that by signing this Agreement you are providing written instructions to us under the Fair Credit Reporting Act authorizing us to use information we obtain on an on-going basis from your personal credit report or other information from credit bureaus for the duration of your FDR program. You authorize us to use such information in connection with your FDR program. You may withdraw consent for ongoing credit pulls at any time by contacting us at the telephone number, mailing address or email address indicated above.

4. Settlement of Your Enrolled Debts.

- a. **Timing and Amount of Settlement Offers.** Settlements will be spread out over the term of your FDR program. The timing and order of our attempts to negotiate settlements of your debts depend on several factors, such as creditor policies (which vary among creditors), your debt amount, the delinquency status of the debt, and the circumstances of your financial hardship. Some creditors may not be willing to negotiate a settlement unless we can demonstrate that you have suffered a verifiable financial hardship, you have enough funds in your Dedicated Account to make an initial or a full payment to the creditor, and your debt is past due or even charged-off.

Failure to make full scheduled deposits as indicated in this Agreement or maintain funds in your Dedicated Account could delay efforts to negotiate settlements or could cause you to miss a payment on a settlement. If you miss a payment on a settlement (including any payment on an installment settlement), your creditor may reject or terminate the settlement, reinstate the full, pre-settlement amount of the debt, add late payment penalties, interest charges, and fees, and ramp up collection efforts and other adverse proceedings including litigation. If this happens, although we may attempt to renegotiate the settlement, we may not be able to do so, and any revised settlement may require you to pay more than initially negotiated. An "installment" settlement is a settlement in which you agree to make more than one payment to the creditor to settle the debt.

Creditor policies, the allocation of funds to existing installment settlements, and other factors limit our ability to honor client requests with respect to the sequence or timing of settlements. You are relying on our experience and expertise to design a debt resolution program for you to effectively resolve your debts. You therefore acknowledge and agree that we will control the sequence and timing of settlement negotiations.

For more information on the timing and amount of settlement offers, see "*Important Information—Timing of Negotiations and Settlements*" above.

- b. **Completing Settlement Offers.** The debt settlement negotiations process can be intensive, and at times we make several offers to creditors before we are able to secure an appropriate settlement for you. We cannot accept any settlement offers on your behalf without your approval. Following the negotiation of an appropriate settlement offer, we will contact you and inform you of the terms of the proposed settlement for your approval. All settlement offers must be specifically authorized by you, and your acceptance of a settlement permits us to collect our fee, in full, for the related debt after the first payment on that settlement is made. Your acceptance of a settlement constitutes your express consent to the payment of our full settlement fee on the related debt.

After you receive notice from us of a proposed settlement offer, you must promptly notify us of whether you accept or reject the proposed settlement.

- c. **Program Estimates.** Based upon our experience in working with your creditors, your individual circumstances, and your commitment to make monthly program deposits, we have estimated the amount and time it should take to settle all of your enrolled debts. Your actual results are likely to vary from our estimates. Although we will use reasonable efforts to negotiate a settlement of each of your enrolled debts, we cannot make promises or guarantees as to the outcome of our efforts or the time that it may take to settle your debts. Several factors are important to the success of your FDR program, including, but not limited to, your making consistent deposits into your Dedicated Account, your creditors' willingness to accept offers to settle your debts, and your providing accurate financial and personal information that is deemed by us to be reasonably necessary to service your FDR program.

5. **Fees.**

- a. **Settlement Fees.** When we (or a representative) negotiate a settlement of a debt, you approve the settlement, and at least one payment is made toward that settlement, we charge and are entitled to collect our settlement fee in an amount equal to the Settlement Fee Percentage for your FDR program multiplied by the enrollment amount of that debt, as reflected on Exhibit A. It is understood that Exhibit A may not reflect the actual amount owed to each of your creditors as of the Effective Date. Accordingly, we may use other sources, such as your credit report or your creditors, to ascertain the exact amount owed to such creditor(s) as of the Effective Date. If we substantiate that the amount actually owed to any creditor on the Effective Date differs from the amount set forth on Exhibit A, Exhibit A shall be deemed restated with your consent as of the Effective Date, with any corrected amount(s) controlling for all purposes, including the payment of our fees.

The Settlement Fee Percentage for your FDR program is 0%. Our settlement fee for each enrolled debt is considered earned and due in full after a settlement is reached with your creditor, you agree to that settlement, and at least one payment is made toward to that settlement. Amounts in your Dedicated Account equal to our fees, once earned, will not be available to pay creditors.

We have not and will not charge you any fees for your consultation or for obtaining your credit report in conjunction with your enrollment in the FDR program.

- i. **Accumulated Funds.** We reserve the right to present to you a settlement opportunity only after you have accumulated sufficient funds in your Dedicated Account to pay for both the negotiated amount of the settlement and the full amount of our settlement fee for that debt. Each settlement fee, once earned, will be paid to us from your Dedicated Account, as authorized by you in the Direct Debit Authorization, attached hereto as Exhibit B, and is non-refundable.
- ii. **Settlement Fee Deferral.** We may elect, in our sole discretion, to defer the payment of all or part of our settlement fee for a debt or to collect our settlement fee in installments. You acknowledge and agree that if we

defer collection of all or part of our settlement fee, you will continue to owe that amount to us until the full amount of the settlement fee is paid to us. You also acknowledge and agree that if we defer collection of all or part of a settlement fee, we may collect the remaining portion of the settlement fee at any time, in increments or all at once. If all or part of one or more settlement fees remains uncollected at the time your program is terminated, either by us or by you, we will be entitled to collect the full uncollected portion of all settlement fees at that time. Our right to collect any settlement fee that was earned but remains unpaid, in whole or in part, for any reason shall survive any termination of this Agreement.

If we elect to defer payment of all or part of a settlement fee, we will not assess any interest or other finance charge on the deferred amount.

- b. **Other Costs and Fees.** You are responsible for the fees and other charges payable to your Dedicated Account bank or payment processor under your Special Purpose Account Agreement. Any fees payable under your Special Purpose Account Agreement are not part of the settlement fees charged by us for settling your enrolled debts and are not included in the estimated costs disclosed on the Program Details page of this Agreement. Fees payable under your Special Purpose Account Agreement include, but are not limited to, the following:

One time Setup Fee	\$9.95
Monthly Service Fee	\$9.95
Physical Check (Standard) Creditor Payment Disbursement Fee	\$3.00
Physical Check (2 day) Creditor Payment Disbursement Fee	\$10.00

In addition, you may be responsible for certain court costs and similar fees described in Subsection 3.b.vi. and certain taxes as described in Subsection 7.c.

6. Termination of this Agreement; Withdrawal of Debts from your FDR Program. You may terminate this Agreement (and your FDR program) or withdraw a debt from your FDR program at any time, without any termination fee. You may terminate this Agreement by providing us with written notice of termination (which may be electronic).

This Agreement shall terminate automatically upon the making and clearing of the final payment in respect of settlement of the last remaining enrolled debt and the payment in full of any due and outstanding settlement fees to us. We must receive any notice of termination at least three (3) business days prior to any scheduled electronic funds transfer in order to cancel the next deposit to your Dedicated Account from your bank. Subject to our verification of your identity, we may, in our sole discretion, accept a verbal termination notice. All authorizations to communicate with your creditors and any other authorizations we may have to act on your behalf will be revoked and will become ineffective immediately upon termination of this Agreement.

In the event that you (i) fail to make a deposit or payment scheduled or required under this Agreement, (ii) fail to respond to us or our communication attempts, or (iii) otherwise fail to discharge any of your responsibilities or undertakings under this Agreement or breach any of the terms of this Agreement, we will have the right to terminate this Agreement without any further obligation of any sort.

In the event an enrolled debt is determined to violate Subsections 3(b)(i), 3(b)(ii), or 3(b)(iii) above, in addition to our right to terminate this Agreement without any further obligation of any sort, we will have the right to remove the debt from your FDR program. Any debt removed from your FDR program is not subject to removal fees or penalties. If we remove any debt from your FDR program, the remainder of this Agreement shall not be affected and the remaining terms (including, but not limited to, your scheduled deposits to your Dedicated Account) will continue in effect and continue to be valid and enforceable. In the event you are determined to have violated Subsection 3(b)(iii) above by incurring additional charges, draws or advances on an enrolled debt and, notwithstanding our right to terminate or remove the debt, we still settle the debt for you, we will not refund any settlement fees on that debt, and the fee refund described in "FDR Commitment—Program Guarantee" will be calculated excluding the FDR program settlement costs and settlement fees for that debt.

Upon any termination of this Agreement, you are entitled to receive all remaining funds in your Dedicated Account, other than the amount of settlement fees earned by us and fees earned by your bank or payment processor, within seven (7) business days of receipt of your request to receive such funds.

For Nevada, Tennessee and Utah residents only, notwithstanding the foregoing, our right to terminate this Agreement will begin immediately following your failure to make any such deposit or payment for a period of sixty (60) days.

For Minnesota residents only, notwithstanding the foregoing, our right to terminate this Agreement will begin thirty (30) days after we provide you with notice of our intent to terminate this Agreement.

7. Additional Program Provisions.

- a. **Governing Law.** Unless otherwise set forth herein or required by the law of your state, this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, excluding any conflicts of law provisions or principles. Unless otherwise required by the law of your state, any claim or dispute not governed by Exhibit D must be resolved by a court located in Maricopa County, Arizona, and the parties agree to submit to the personal jurisdiction of the courts located within Maricopa County, Arizona for such purpose.

For Delaware, Idaho, Minnesota, Nevada, Tennessee, or Utah residents only, notwithstanding the first sentence of the preceding paragraph, this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, Idaho, Minnesota, Nevada, Tennessee, or Utah, as applicable, excluding any conflicts of law provisions or principles.

For Montana residents only, notwithstanding any provision hereof to the contrary, this Agreement shall be governed by and construed in accordance with the laws of the State of Montana, excluding any conflicts of law provisions or principles, and any claim or dispute not governed by Exhibit D must be resolved by a court located in your county of residence, and the parties agree to submit to the personal jurisdiction of the courts located within such county for such purpose.

- b. **No Power of Attorney Conferred.** We, and our representatives, at all times act as an independent contractor and not as your attorney-in-fact. We do not have, and do not assume, any authority to contract for or bind you, other than as expressly set forth herein or in the Authorization to Communicate with Creditors and Collection Agencies attached to this Agreement as Exhibit C.
- c. **Sales Tax.** You understand and acknowledge that you may be responsible for payment of certain taxes including but not limited to sales, use, excise, value added, goods and services, consumption taxes, or gross receipts taxes, which are imposed by a federal, state, or other taxing authority, as a result of the services contemplated by this Agreement. Any taxes for which you may be responsible are not charged or levied by us and are in addition to any fees you pay us pursuant to this Agreement.
- d. **Severability: Waiver.** If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall not be affected and the remaining terms will continue in effect and continue to be valid and enforceable, provided that such holding of invalidity or unenforceability does not materially affect the principal purpose of this Agreement. Your or our failure at any time to enforce any provision of or any right under this Agreement will in no way be construed to be a waiver of such provisions or rights, nor shall your or our failure to exercise any rights or options under this Agreement preclude or prejudice the exercising of the same or any other right under this Agreement or in any way affect the validity or enforceability of this Agreement.
- e. **Notice: Consent to Contact.** Any notice or demand which is required or provided to be given under this Agreement shall be deemed to have been sufficiently given and received for all purposes when delivered by hand or nationally recognized overnight courier, or five days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested, to the person and at the address given on the cover page of this Agreement. You agree that we, along with our affiliated entities, including but not limited to Freedom Financial Asset Management, LLC and Lendage, LLC (collectively, the "Freedom Companies"), may contact you for any lawful reason and that no such contact will be deemed unsolicited. The Freedom Companies may contact you at any address or telephone number (including wireless cellular telephone, VOIP, or ported landline telephone number) as you may provide to us from time to time. The Freedom Companies may contact you at any address or telephone number (including wireless cellular telephone, VOIP, or ported landline telephone number) as you may provide to us from time to time. The Freedom Companies may contact you by any means of communication, including, but not limited to, electronic mail, telephone or other technology. By signing this Agreement, you are providing your express written consent for the Freedom Companies to (i) use automatic dialing and announcing devices which may play recorded messages, and (ii) send text (SMS) messages to your telephone number(s). You may contact the Freedom Companies, in writing, at any time to ask that we not contact you using any one or more methods or technologies. You understand that the consents you are providing and agreeing to in this paragraph shall remain in place for the duration of your FDR program and shall continue in place and be valid thereafter (after completion or termination) unless you expressly withdraw your consent in writing. This paragraph shall survive the termination or expiration of this Agreement.
- f. **Assignment.** You may not assign or transfer any of your rights or obligations under this Agreement, and any attempt by you to assign or transfer such rights or obligations will be null and void.
- g. **Documents Incorporated by Reference.** The following documents are hereby incorporated herein by reference as part of this Agreement: (i) Exhibit A (Schedule of Creditors and Debt); (ii) Exhibit B (Direct Debit Authorization); (iii) Exhibit C (Authorization to Communicate with Creditors and Collection Agencies); (iv) Exhibit D (Dispute Resolution

By Binding Arbitration); (v) Exhibit E (Personal Cash Flow Assessment); (vi) Exhibit F (Lawsuit Representation - Legal Partner Network); (vii) the AFCC Disclosure Statement and (viii) your Account Agreement for your Dedicated Account. Any use herein of the term "Agreement" shall be deemed to include, in addition to this Debt Resolution Agreement, each of these documents, as if each of them had been set forth herein in their entirety. Please print and save a copy of this Agreement and all exhibits and attachments for your records.

- h. **Insurance.** We maintain the requisite surety bond or insurance to cover consumer claims as may be required by applicable state law.

- i. **Complete Agreement; Modification and Amendment.** This Agreement represents the complete and exclusive statement of the mutual understanding of the parties hereto and supersedes all previous written and oral agreements and communications relating to the provision of the services described hereunder. Other than as set forth herein, including but not limited to any amendment provided for by Section 5, this Agreement may only be modified or amended by a writing signed by the parties hereto, provided, however, that we may change any term of this Agreement, or add any additional term to this Agreement, by providing you with fifteen (15) days' advance written notice of such change. If you decline to accept such change, your sole and exclusive remedy will be to terminate this Agreement and withdraw from your FDR program.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

By signing below, you represent that you have read, understand and agree to be bound by the terms of this Debt Resolution Agreement, as set forth above and in the exhibits, schedules and attachments hereto. You further acknowledge that the terms and conditions of this Agreement have been explained to your full satisfaction and you have no unanswered questions about your FDR program or this Agreement.

X

Client Signature _____ Date _____

X

Co-Client Signature _____ Date _____

Freedom Debt Relief, LLC

You may cancel this Agreement at any time before midnight of the third business day after the last date set forth above, as described in the attached Notice of Cancellation form.

If you have any questions or complaints about us or about your FDR program, please contact us at once.

Delaware residents: If you do not feel we have resolved your concerns, you may contact the Delaware Attorney General at 820 N. French Street, Wilmington, DE 19801, by calling 1-302-577-8400, or by visiting <http://www.attorneygeneral.delaware.gov>. By executing this Agreement, you authorize your bank or payment processor to disclose your financial records to the Attorney General of the State of Delaware.

Iowa residents: Your contract end date will be no longer than 60 months from the Effective Date.

Kentucky residents: If you do not feel we have resolved your concerns, you may contact the Kentucky Attorney General at Capitol Suite 118, 700 Capitol Avenue, Frankfort, KY 40601-3449, by calling 1-502-696-5389, or by visiting <http://ag.ky.gov>. Notwithstanding anything herein to the contrary, you may cancel this Agreement at any time before midnight of the fourteenth business day after the last date set forth above, as described in the attached Notice of Right of Cancellation form. We will notify you within five (5) days after learning of a creditor's decision to reject or withdraw from a plan, as may be required by Kentucky law. This notice will identify the creditor and inform you of your right to modify or terminate this Agreement. By executing this Agreement, you authorize your bank or payment processor to disclose your financial records to the Attorney General of the State of Kentucky.

Minnesota residents: You have the right to cancel this contract at any time on ten day's written notice. Notwithstanding anything herein to the contrary, you may cancel this Agreement at any time on ten (10) days' written notice, as described in the attached Notice of Right of Cancellation form.

Nevada residents: If you do not feel we have resolved your concerns, you may contact the Nevada Commissioner of Financial Institutions at 2785 E. Desert Inn Road, Suite 180, Las Vegas, NV 89121, by calling 1-702-486-4120, or by visiting www.fid.state.nv.us.

Tennessee residents: If you do not feel we have resolved your concerns, you may contact the Tennessee Department of Commerce and Insurance at 500 James Robertson Pkwy, Nashville, TN 37243, by calling 1-615-741-2241, or by visiting <https://www.tn.gov/commerce/section/commerce-contact-us>.

Utah residents: If you do not feel we have resolved your concerns, you may contact the Utah Department of Commerce at 160 East 300 South, Box 146704, Salt Lake City, UT 84114-6704, by calling 1-800-721-7233, or by visiting <http://consumerprotection.utah.gov>. By executing this Agreement, you authorize your bank or payment processor to disclose your financial records to the Administrator of the Utah Uniform Debt-Management Services Act.

PRIVACY POLICY DISCLOSURE

We recognize that your financial information is personal. We use and share information about you to perform our obligations under this Debt Resolution Agreement and as permitted or required by law. We are careful to use only accurate, current, and complete information. We will correct any erroneous information quickly if you so request. We are also careful to protect the security of your information from third parties and unauthorized persons. Please refer to our Privacy Policy, a copy of which is attached to this Agreement and will be provided to you electronically from time to time, or you may call us at (877) 437-4999 or fax us at (866) 559-3178 if you have any questions or concerns.

Exhibit A

Schedule of Creditors and Debt

**** PLEASE FILL IN MISSING ACCOUNT NUMBERS FOR EACH ACCOUNT LISTED BELOW ****

**** INCORRECT OR INCOMPLETE ACCOUNT NUMBERS MAY IMPACT OUR ABILITY TO SETTLE YOUR DEBTS ****

	Current Creditor	Original Creditor (if different)	Account # (xxxx-xxxx-xxxx-xxxx)	Current Amount of Debt
1	<Your Info Here>		<Your Info Here>	\$0.00
2	<Your Info Here>		<Your Info Here>	\$0.00
ESTIMATED TOTAL DEBT				\$0.00

***** PLEASE DO NOT ADD CREDITORS TO THE ABOVE LIST. IF YOU HAVE ADDITIONAL CREDITORS TO INCLUDE, PLEASE CALL. WE WILL NEED TO RECALCULATE YOUR MONTHLY DEPOSIT.**

Exhibit B

Direct Debit Authorization

Freedom Debt Relief, LLC does not charge, collect or accept fees prior to your acceptance of a settlement offer and your making of at least one payment towards the settlement of a debt.

At such time as you make the first payment towards the settlement of a debt, on terms substantially similar to those negotiated for you, the settlement fee for that debt (equal to a specific percentage of the original balance of that debt, as reflected on Exhibit A to your Debt Resolution Agreement, which percentage is set forth in Section 5 of your Debt Resolution Agreement) is earned in full and will be paid to us from your Dedicated Account. Although we may elect to receive our fee in more than one payment from your Dedicated Account, our entire fee for that Debt will be earned when you make your first payment.

By your execution of this Direct Debit Authorization, you are authorizing debits to be made from your Dedicated Account for the purpose of paying our settlement fees for each debt settled. These debits will be calculated as set forth in the preceding paragraph and charged at such time as you make your first payment towards the settlement of such debt.

I/We authorize fee payments to Freedom Debt Relief, LLC ("FDR") from my/our Dedicated Account in accordance with the provisions set forth above. I/We understand that such debits will be for the payment of FDR's fees in connection with the resolution of my debts. This authority will remain in effect until the later of (a) the termination of my Debt Resolution Agreement pursuant to Paragraph 6 of that Agreement, or (b) the final payment of any earned but unpaid fees owing to FDR. I/We agree to give notification to terminate this authorization not less than three (3) business days prior to the next specified debit date. I/We understand there will be a fee, in the amount set forth in my/our Deposit Account Agreement, which will be automatically charged to my/our "Primary Bank Account" for any insufficient funds (NSF) transaction.

X

Client Signature

Date

X

Bank Account Owner Signature (if different from above)

Date

Exhibit C

Authorization to Communicate with Creditors and Collection Agencies

I (We) authorize Freedom Debt Relief, LLC ("FDR"), including its agents, representatives, attorneys, partners or third parties ("Representatives") to take the following actions:

1. Communicate with my (our) creditors, including but not limited to any agent, representative or third-party collection agency or law firm, and discuss any and all details of my (our) financial situation, all for the purpose of negotiating settlements of my (our) debt obligations; and
2. Obtain records, debt validations, credit reports and support for the debts allegedly owed on my (our) behalf.

I (we) hereby acknowledge that FDR shall only be entitled to charge and/or collect its fee for a settlement negotiated on my behalf at such time as I (we) make at least one payment pursuant to a settlement proposed by the creditor, presented to me by FDR and accepted by me. Notwithstanding any other documentation evidencing the resolution of a debt that the creditor and/or FDR (or its Representative) may prepare or that I (we) may sign, my affirmative payment instruction shall constitute ratification of, and consent to, any settlement negotiated on my behalf.

I (we) affirm that all of the information that I (we) have or will provide to FDR (and its Representatives) is accurate, timely and correct. I expressly acknowledge that (i) FDR is not a law firm and does not and will not provide me with legal advice or representation, (ii) any collection activity, demand or lawsuit resulting from a default in any obligation owed by me (us) to any creditor is not the result of my participation in the FDR debt resolution program, (iii) FDR does not and will not provide me with any tax, bankruptcy or accounting advice, and (iv) FDR does not and will not assume or pay any of my debts for me or make periodic payments to my (our) creditors, and is solely engaged to provide those services described in my Debt Resolution Agreement.

HIPAA Release: I (we) intend that this Authorization to Communicate, within the scope of its limitations concerning my debts, convey to FDR (or its Representatives) the authority to be treated as I(we) would be treated with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320 (d) and 45 C.F.R. 160-164. I(we) authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other health care provider or insurance company or entity that has provided treatment or services to me or that has paid, holds a debt, or is seeking payment of a debt from me for such services, to give, disclose, release, and discuss as if with me personally, without restriction, all of my individually identifiable health information and medical records. This authority is effective immediately and supersedes any previous directive I(we) may have given to any health care provider or entity described above to restrict such access.

The recipient of this Authorization, whether by original, photo copy, facsimile or electronic copy is specifically authorized and instructed by the undersigned party(parties) to contact, or receive communications from FDR, its Representatives or employees, regarding any of the purposes listed herein.

X	<Your Info Here> <Your Info Here>	000-00-0000	
Client Signature	Printed Name	SSN #	Date
X	<Your Info Here> <Your Info Here>	000-00-0000	
Co-Client Signature	Printed Name	SSN #	Date

Exhibit D
DISPUTE RESOLUTION BY BINDING ARBITRATION

1. AGREEMENT TO ARBITRATE. IN THE EVENT OF ANY CONTROVERSY, CLAIM OR DISPUTE BETWEEN YOU AND US ARISING OUT OF OR IN ANY WAY RELATING TO THE AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY OF THE AGREEMENT, INCLUDING ANY DETERMINATION OF THE SCOPE, ENFORCEMENT OR APPLICABILITY OF THIS EXHIBIT D, WE AGREE TO ARBITRATE SUCH DISPUTE IN THE COUNTY IN WHICH YOU RESIDE OR AT SUCH OTHER LOCATION UPON WHICH WE MAY AGREE. BY AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE AND AGREE THAT EACH PARTY IS WAIVING ITS RIGHT TO (I) USE ANY OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING, (II) PARTICIPATE IN A CLASS ACTION AND (III) A TRIAL BY JURY. THE AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE; THUS, THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF OUR AGREEMENT TO ARBITRATE. THIS AGREEMENT TO ARBITRATE SHALL SURVIVE TERMINATION OF THE AGREEMENT.

2. Notice. A Party who intends to seek arbitration must first send to the other Party a written Notice of Dispute in accordance with the provision entitled 'Notice' in paragraph 7 of the Agreement. The Notice must describe both the nature and basis of the dispute; and the specific relief sought. You may download or copy a form Notice and a form to initiate arbitration from the following website: <http://www.adr.org/fileacase>.

3. Commencement and Rules of Arbitration. If we do not resolve a claim within 30 days after receipt of the Notice, the party sending the Notice may commence an arbitration proceeding with the American Arbitration Association ('AAA'). The AAA shall appoint the arbitrator and shall administer the arbitration proceeding pursuant to its Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer-Related Disputes ('AAA Rules'), as modified by this Exhibit D to the Agreement. The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879. The amount of any settlement offer shall not be disclosed to the arbitrator until after the arbitrator has determined the amount, if any, to be awarded.

4. The Arbitration Award. Any award rendered by the arbitrator shall be final and binding and shall not be subject to vacation or modification, except as expressly permitted by the Federal Arbitration Act. Judgment on the Arbitration Award may be entered in the jurisdiction in which the arbitration was commenced or in any court having jurisdiction over the Party against whom judgment is to be entered. If a party fails to comply with the arbitration award, the other party may petition in any court of competent jurisdiction for enforcement in the jurisdiction in which the arbitration was commenced or that has jurisdiction over the party against whom enforcement is sought.

5. Limitation of Arbitration to Individual Claims; No Class Actions. A party may bring claims against another party only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. 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 arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

6. Costs of Arbitration. The Parties shall share the costs of the arbitration equally up to \$1,000, including the AAA's filing, administration and arbitration fees, but otherwise shall bear their own costs and expenses. If the arbitration costs exceed \$1,000, we will pay your share in excess of \$1,000. The AAA filing fee is currently \$200 for claims under \$10,000, but is subject to change. If you are unable to pay this fee, we will pay it directly upon receipt of a written request or reimburse you for your payment of the filing fee. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

v.20190815

PART I: CASH FLOW SUMMARY & PROGRAM DETAILS

Monthly Cash Flow Summary	
Combined Monthly Income (from Part II)	\$ 0
Total Estimated Monthly Expenses (from Part II)	\$ 0
Monthly Program Deposit *	\$ 0
Monthly Remaining Amount (Income <i>minus</i> Expenses <i>minus</i> Deposit) **	\$ 0
Program Details	
Total Enrolled Debt (from Exhibit A)	\$ 0
Estimated Total Settlement Amount	\$ 0
Estimated Total Settlement Fees	\$ 0
Bank Fees (Dedicated Account) ***	\$ 0
Estimated Total Program Savings (Enrolled Debt <i>minus</i> Settlement Amount <i>minus</i> Settlement Fees <i>minus</i> Bank Fees)	\$ 0

* Your program deposits may be scheduled monthly, semi-monthly or bi-weekly. If your program deposits are scheduled other than monthly, for purposes of this cash flow assessment we have converted your program deposits to a monthly amount.

** If your Monthly Remaining Amount is determined to be a negative number, you may not have enough funds available each month to meet the program deposit requirements and debt resolution may not be appropriate for you. If this amount is negative and you believe you can meet the program deposit requirements, in order to enroll you must attest to your ability to supplement your income or manage your expenses in order to meet the deposit requirements.

*** Bank service fees includes Monthly Service Fees charged by your Dedicated Account administrator, as described in Subsection 3.b.vi, over the estimated program length of your FDR program. However, these fees do not include any setup fees or payment processing fees, if any, as described in Subsection 3.b.vi. FDR does not share in these fees.

If this amount is negative and you believe you can meet the program deposit requirements, initial here Client: **X** Co-Client: **X** to confirm that (i) you understand the program deposit requirements, (ii) you have the ability to meet the program deposit requirements, and (iii) you have been informed of other options, including bankruptcy, that may be appropriate for you.

You further represent that you intend to satisfy the program deposit requirements by:

- Other

PART II: PERSONAL CASH FLOW STATEMENT

Estimated Monthly Income

For income that you receive other than monthly, take the whole-year total and divide by 12

Applicant: <Your Info Here> <Your Info Here>		Co-Applicant Name <Your Info Here> <Your Info Here>	
Description:	Monthly Amount:	Description:	Monthly Amount:
Employment Income (net of all deductions) from pay stub(s)	\$ 0	Employment Income (net of all deductions) from pay stub(s)	\$ 0
Self-employment (including freelance/gig) income from 1099s (net of estimated federal and state tax payments)	\$ 0	Self-employment (including freelance/gig) income from 1099s (net of estimated federal and state tax payments)	\$ 0
Social Security	\$ 0	Social Security	\$ 0
Unemployment	\$ 0	Unemployment	\$ 0
Alimony	\$ 0	Alimony	\$ 0
Child Support	\$ 0	Child Support	\$ 0
Other Gov't Assistance	\$ 0	Other Gov't Assistance	\$ 0
Annuities	\$ 0	Annuities	\$ 0
Dividends	\$ 0	Dividends	\$ 0
Retirement	\$ 0	Retirement	\$ 0
Other (describe)	\$ 0	Other (describe)	\$ 0
Combined (Applicant & Co-Applicant) Monthly Income:			\$ 0

Estimated Monthly Living Expenses

(DO NOT INCLUDE EXPENSES RELATED TO ANY ENROLLED DEBTS)

For expenses that you pay other than monthly, take the whole-year total and divide by 12.

HOUSING (monthly rent or mortgage payment (principal, interest, taxes, insurance and any homeowner's or other assessments) RENT [X] or OWN [] your home?	\$0.00
MEDICAL (medical insurance premiums, out of pocket cost of prescriptions, co-pays, monthly portion of annual deductible)	\$0.00
TRANSPORTATION (auto loans or leases, car repairs and maintenance, gas, parking, commuting, insurance, registration)	\$0.00
FOOD (groceries, snacks and eating out)	\$0.00
DEPENDENT CARE (daycare, babysitting, in-home or nursing care)	\$0.00
UTILITIES (cable TV, internet, electric, gas, water, trash, all phone/cell bills)	\$0.00
PERSONAL CARE, HOUSEHOLD, AND MISC. (charity, gifts, pets, clothes, toiletries, hair care, laundry, dry cleaning, gym, other)	\$0.00
LEGAL & COURT-ORDERED EXPENSES (child support, alimony, judgment payments)	\$0.00
OTHER EXPENSES (describe)	\$0.00
Total Estimated Monthly Living Expenses:	\$0.00

Estimated Monthly Debt Expenses

(DO NOT INCLUDE EXPENSES RELATED TO ANY ENROLLED DEBTS)
For expenses that you pay other than monthly, take the whole-year total and divide by 12.

GOVERNMENT STUDENT LOANS (monthly payment on government insured loans in non-deferred status)	\$0.00
PRIVATE STUDENT LOANS (monthly payment on private loans in non-deferred status)	\$0.00
MEDICAL DEBT (excluding premiums, non-delinquent co-pays, etc.)	\$0.00
BUSINESS DEBT (only debt where client has personal liability.)	\$0.00
OTHER DEBT EXPENSES (describe):	\$0.00
Total Estimated Monthly Debt Expenses:	\$0.00

TOTAL ESTIMATED MONTHLY LIVING AND DEBT EXPENSES	\$0.00
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I hereby acknowledge that the requirements of my FDR program have been explained to me and that I understand that my success under the FDR program is contingent upon my making the described program deposits into my Dedicated Account. I further acknowledge that the information I have provided is, to the best of my knowledge, true, correct and complete.

X

Client Signature _____ Date _____

X

Co-Client Signature _____ Date _____

Exhibit F

Lawsuit Representation Agreement – Legal Partner Network

In the event a creditor sues you (or your co-client) (collectively “you” or “your”) to collect on a debt currently enrolled in your Freedom Debt Relief (“FDR”) debt resolution program, FDR, in its sole and absolute discretion, may engage a Legal Partner Network law firm or attorney (“LPN”) to represent you, *if, and only if*, you have completed all of your scheduled program deposits to your Dedicated Account on time and in full amounts and you have fully executed this Lawsuit Representation Agreement. If you receive LPN representation, FDR will pay the cost of such representation and will not charge you additional fees for such representation; *however*, you agree to pay any court costs or filing fees, and FDR will charge you the settlement fee described in Subsection 5.a. of your Debt Resolution Agreement if a settlement is reached in connection with such LPN representation and you approve that settlement.

FDR does not own or control any of the law firms or attorneys that may be engaged for LPN representation, and FDR is not a law firm and are not attorneys-at-law; as such, FDR cannot and does not provide legal advice or legal guidance.

You understand, agree, and acknowledge that:

1. **You must inform FDR without delay as soon as you become aware of any lawsuit on any enrolled debt.** Any delay in informing FDR or providing the necessary documentation may not permit sufficient time to secure timely LPN representation and, as such, you may not have an attorney available for required filings or appearances, even though LPN representation may be provided for the limited purpose of settling the debt. You may notify FDR by fax, email, or through your Client Dashboard.
2. You will be solely responsible for any court costs or fees associated with LPN representation (such as filing fees).
3. When FDR engages LPN law firms or attorneys, an attorney-client relationship will exist solely between you and the attorney or attorneys providing the legal services.
4. FDR will not interfere in any manner with the attorney’s independence of professional judgment or with the attorney-client relationship between you and the attorney or attorneys providing the legal services.
5. If there is a conflict between you, the LPN, or FDR, FDR’s interest shall be subordinate to the attorney-client relationship between you and the attorney or attorneys providing the legal services.
6. To the extent permitted under applicable law, FDR may share information about your FDR program with the LPN as is reasonably necessary for such representation.
7. To the extent permitted under applicable law, the LPN may share with FDR any information reasonably necessary in connection with the delivery of services by FDR under your Debt Resolution Agreement with FDR.
8. FDR and any of its principals, partners, or employees shall not be liable for any claim for damages, penalties, or interest in connection with your LPN representation.
9. FDR will charge you the settlement fee described in Subsection 5.a. of your Debt Resolution Agreement if a settlement is reached in connection with such LPN representation and you approve that settlement. LPN law firms and attorneys are representatives for purposes of negotiating a settlement of your debt as described in Section 2 of your Debt Resolution Agreement.

Having read and understood the foregoing, and subject to the terms and limitations set forth above and in your Debt Resolution Agreement, you consent to having FDR pay for the described legal services.

X

Client Signature Date

X

Co-Client Signature Date

Account Agreement

V.04.19.2021



Primary Applicant: Last Name	First Name	M.I.	Social Security #	Date of Birth (mm/dd/yyyy)
<Your Info Here>	<Your Info Here>		000-00-0000	11/11/1911
Co-Applicant (optional): Last Name	First Name	M.I.	Social Security #	Date of Birth (mm/dd/yyyy)
<Your Info Here>	<Your Info Here>		000-00-0000	04/14/1967
Authorized Contact (optional): Last Name	First Name	M.I.	Social Security #	Date of Birth (mm/dd/yyyy)
Street Address (physical address, no PO Box)		City	State	Zip
<Your Info Here>		<Your Info Here>	AZ	55555
Home Phone	E-mail Address	Government Issued ID Number (i.e. Driver's License)		
	YourInfo@Here.com	abc		
Debt Settlement Provider		Debt Settlement Provider Reference Number		
Freedom Debt Relief, LLC				

Finxera and the CFTPay Platform are the technology services (collectively, "Finxera Services") used to administer a transactional deposit account ("Special Purpose Account," hereinafter "SPA," as further described below) for your settlement activity. The CFTPay Platform will be provided by Finxera, Inc. and/or a federally insured depository institution (collectively "Finxera", "we," "our," "ours," or "us"). "You" or "yours" used in this agreement mean Primary Applicant and Co-Applicant, if applicable. "Authorized Contact" has the meaning set forth in Paragraph 6 of the Additional Terms and Conditions. "Beneficiary" means a person you have designated to receive your assets, if any, after your death. Federal deposit insurance (FDIC) coverage on your SPA is limited to \$250,000 per social security number. See www.Finxera.com/licensing. The Finxera Services include customer support to help you manage your SPA. This confirms that the Debt Settlement Provider identified above ("DSP") does not own, control, or have any affiliation with Finxera. By signing below, you ask that Finxera and its successors provide you with the Finxera Services described below.

SPA. You ask that a SPA be established for your benefit. The SPA will be used for the accumulation of funds to (i) repay your debts in accordance with your instructions and the debt settlement plan that you have made with your DSP, (ii) pay any fees due in accordance with your instructions and the separate contract executed between yourself and your DSP ("DSP Agreement"), and (iii) pay for other services related to your debt settlement plan, and (iv) pay any fees due to Finxera pursuant to the terms of this Account Agreement as amended. You agree that you alone shall control and direct the funds in your SPA. You designate your DSP as your agent to transmit your instructions for funds transfer and disbursements to Finxera, and you authorize us to act upon the instructions provided by your DSP, without inquiry, as though such instructions came directly from you.

Agreement. By signing this form, you (a) state under penalty of perjury that the information relating to the Primary Applicant and the Co-Applicant, if applicable, set forth in this form is true and correct and (b) acknowledge reading, understanding, agreeing to, and receiving a completed copy of, this entire Account Agreement, including the Electronic Funds Transfer Authorization and the Additional Terms and Conditions and, in particular, the Consent to Contact By Electronic and Other Means(¶15), Agreement to Arbitrate (¶125) and Consent to Electronic Disclosures(¶127).

FEE SCHEDULE*	
SPA FEES:	
Setup Fee (one-time fee)	\$9.95
Monthly Service Fee (per month)	\$9.95
Transaction Fees	
Deposit Services (per deposit transaction)	
Non Sufficient Funds	\$0.00
Disbursement Services (per transaction)	
Creditor Payment	\$0.00
Phone Payment	\$0.00
Physical Check (STD)	\$3.00
Physical Check (2 day)	\$10.00
Physical Check (Overnight)	\$0.00
Wire Transfer	\$0.00
Stop Payment Order (per request)	\$0.00
Account Closure Fee	\$0.00

FINXERA CUSTOMER SERVICE

Website: <http://www.cftpay.com>
Email: support@cftpay.com
Telephone: 1-888-348-4543 (toll free)
Address: P.O. Box 940, San Jose, CA 95113

X _____
 Primary Applicant Signature Date

X _____
 Co-Applicant Signature Date

* This Fee Schedule reflects any and all fees that may be charged by CFT for processing your transactions. The fees charged for the services of your Debt Settlement Provider are separately disclosed in your Debt Settlement Provider agreement. You are responsible for any fees imposed by the financial institution holding your Primary Account.

Electronic Funds Transfer Authorization.

(1) To fund your SPA, you authorize Finxera to initiate automated clearing house debit transfers from the designated bank account (your "Primary Account") to your SPA in the amounts and on the dates specified by you or as transmitted to us from you by your DSP from time to time. You further authorize Finxera to initiate debit transfers from your SPA to your creditors, your DSP, and others in the amounts and on the dates directed by you, or as transmitted to us from you by your DSP from time to time. This authorization includes any transfers of fees due to your DSP based on the terms of your DSP agreement, which is incorporated herein by reference, after an approved settlement has been reached and a payment pursuant to that settlement has been made to your creditor. Finally, you authorize Finxera to deduct from your SPA any fees due to Finxera as they accrue and become payable and to credit to your SPA or the Primary Account any credits due to you. You represent that you own the Primary Account and are authorized to provide this instruction. You agree to maintain sufficient funds in the Primary Account to cover each authorized transfer and understand that Finxera may charge you a fee if there are insufficient available funds (see Fee Schedule). The financial institution holding the Primary Account also may impose a charge for insufficient funds. (2) You will notify Finxera and your DSP if you decide to designate another Primary Account or wish to change the amount or the date for transfers to or from your SPA. Notice of any change affecting this authorization (including termination) must be provided to Finxera in such a manner and sufficiently in advance to allow Finxera and any affected financial institution a reasonable opportunity to act, no later than three (3) business days beforehand. (3) This authorization shall remain in effect until you give notice of termination by contacting Finxera Customer Service at P.O. Box 940, San Jose, CA 95113, or at 1-888-348-4543. (4) You acknowledge that your transactions must comply with the provisions of U.S. law. (5) Finxera may terminate this processing service, with or without cause, at any time by sending notice to your last known address and/or to your DSP, specifying the effective date of termination, which may be immediate. (6) You understand that you have the right to close your SPA at any time and receive your money back as described in Paragraph 1 of the "Additional Terms and Conditions" on Page 3 of this Account Agreement.

Primary Account Information

Bank Name

<Your Info Here>

Routing Number ¹	Account Number ²	Account Type	Account Secondary Type
111111111	111111111	<input checked="" type="radio"/> Checking <input type="radio"/> Savings	<input checked="" type="radio"/> Personal <input type="radio"/> Business

¹ Routing Number is the 9-digit number that appears in bottom left-hand corner of your check.

² Account Number is to the right of the Routing Number and after the check number on your check.

Account Holder Information

Name (as it appears on check or account title)

<Your Info Here>

Address (as it appears on check or account records)

<Your Info Here>

City	State	Zip
<Your Info Here>	AZ	00000

Draft Schedule

MONTHLY

Amount of Initial Draft(s)	Initial Draft(s) to be executed on or after:	Recurring Monthly Draft Amount	Recurring Draft Schedule, on or after: May 31, 2021
\$0		\$0.00	One or more drafts, total not to exceed the Recurring Monthly Draft Amount, in accordance with my DSP Agreement, as modified in writing from time to time, or further instructions.

Typing your name below constitutes a binding electronic signature:

SIGNATURE OF PERSON AUTHORIZING SERVICE PROVIDER TO DEBIT ACCOUNT

X
Applicant or Co-Applicant Signature _____ Date _____

ADDITIONAL TERMS AND CONDITIONS

1. Your SPA. A SPA will be established for your benefit. Funds deposited to your SPA will be held for your benefit, or the benefit of any named Beneficiary, and will be beneficially owned by you. Your SPA is a limited purpose account and will not bear interest. You can make electronic fund transfers to and from your SPA only as provided in this Account Agreement. Only transactions directly related to your participation in a debt settlement program will be permitted. You will not be provided with an ATM card or point-of-sale card, and you may not write checks against the account or make in-person withdrawals at our offices or other locations. You may not use your SPA for any illegal purpose or in connection with internet gambling transactions. You have the right to close your SPA at any time and receive the full balance, minus any processing fees and any earned but uncollected fees due to your DSP, within seven (7) business days of your request to us. If sufficient funds are not available to pay the processing fees, the remaining balance will be charged as a processing fee. Should you choose to close your SPA, please contact Finxera Customer Service or your DSP. Any decision to close your SPA while you are making payments on a previously negotiated settlement may cause a breach of your settlement agreement(s); in such case you should contact your DSP to determine what steps, if any, should be taken to maintain your settlement(s).

2. Debits. Our business days are Monday through Friday, excluding federal holidays, and other days on which banks in the state where your account is located are permitted or required to be closed. Because of this, debits may occur up to 4 business days after the scheduled date. The debit amount is inclusive of any fees that you agree to pay under your agreement with your DSP ("DSP Agreement") or this Account Agreement. A zero-dollar transaction may be created to test the validity of your primary account.

3. Authorization to Transfer Funds and Share Information; Confidentiality. You authorize us to: (a) initiate and facilitate transactions directed by you; (b) share your Personal Information (personally identifiable information about you, your SPA, and your SPA transactions) with your DSP; (c) accept and act upon SPA deposit, transfer and payment instructions that we receive from your DSP; and (d) confirm with your DSP instructions purporting to come from you before acting upon them. Such instructions shall identify (i) the amount or amounts you are directing to be disbursed from your Account, (ii) the schedule for such disbursement(s) and (iii) the manner in which such disbursements are to be made. You authorize your DSP to share Personal and DSP program-related information with us for purposes of facilitating payments to your creditors and administering your SPA. You authorize Finxera to disclose information to third parties about your SPA or the transfers you make: (i) where it is necessary for completing transfers; (ii) to verify the existence and condition of your SPA for an authorized third party; (iii) to comply with government agency or court orders, or other legal or administrative reporting requirements; (iv) if you give us your prior written permission; (v) to our employees, auditors, affiliates, partners, or attorneys as needed; (vi) to protect the confidentiality or security of the bank's records pertaining to the consumer, service, product or transaction; (vii) as necessary to fulfill our obligations under this Account Agreement; or (viii) to comply with federal, state, or local laws, rules and other applicable legal requirements.

4. SPA Transactions. Electronic funds transfers will be made into your SPA from another bank account that you designate ("Primary Account"). We will disburse available funds from your SPA to third parties based on your instructions received from you or on your behalf from your DSP in the order received. You are the only one who has the right to authorize transactions involving your SPA funds, either directly or through your DSP. You agree that Finxera shall not be required to monitor or question the instructions that Finxera receives from you through your DSP on your behalf. You authorize us to initiate and facilitate disbursements from your SPA to pay Transfer Service (debit entries and payments made by us on your behalf) fees and DSP Agreement fees as they are earned to the extent there are immediately available funds in your SPA. We will not process disbursements when there are insufficient funds in your SPA. We will not provide back-up funding under this Account Agreement, nor do we guarantee that all requested transfers or payments can or will be made when there are insufficient funds in your Primary Account or your SPA. From time to time, your DSP, at their sole discretion, may advance funds to you, to assist you meeting your obligations to creditors under settlement agreements. If such advances are made, you authorize us to deduct funds from your SPA to repay such advances. You authorize us to deduct Transfer Service fees as they accrue. If there are insufficient funds in your SPA to pay your Transfer Service fees when incurred, you agree to pay them promptly upon request. Otherwise, we may deduct your Transfer Service fees from the next deposit to your SPA. Instructions received after our established transaction cutoff hour or on non-banking days will be processed on the next banking day.

If we are notified that you have borrowed funds from a third-party lender for deposit into your SPA, you authorize us to credit such loan proceeds to your SPA; in addition, if a balance remains in your SPA after all of your enrolled debts have been settled by your DSP and all payments have been made to your creditors, your DSP and Finxera, you authorize us to transfer such remaining funds to your lender.

5. Communicating With You; Consent to Contact by Electronic and Other Means. You agree that we may contact you as provided in this paragraph. We may contact you for any lawful reason, including for the collection of amounts owed to us and for the offering of products or services in compliance with our Privacy Notice in effect from time to time. No such contact will be deemed unsolicited. You specifically agree that we may (i) contact you at any address (including email) or telephone number (including wireless cellular telephone, VoIP or ported landline number) as you may provide to us or we may otherwise obtain from time to time; (ii) use any means of communication, including, but not limited to, postal mail, electronic mail, telephone or other technology, to reach you; and (iii) send text messages to your telephone numbers (message or data rates may be assessed by your carrier). Your consent to this not required as a condition of purchasing or receiving our services. You may withdraw this express written consent at any time by contacting us at P.O. Box 940, San Jose, CA 95113 or at 1-888-348-4543 and telling us specifically what address(es) or telephone number(s) not to use.

6. Authorized Contact. You may appoint an Authorized Contact to act on your behalf. The Authorized Contact may communicate with us regarding your account but cannot initiate transactions on your account.

7. Our Liability. During such time as we are providing services to you under this Account Agreement, if we do not complete a transfer to or from your SPA on time or in the correct amount according to the terms hereof, we will reimburse you for your direct damages, as

limited by this Agreement, unless (i) through no fault of ours, you do not have enough money in your SPA to make the transfer, (ii) circumstances beyond our control prevent the transfer, despite reasonable precautions we have taken, (iii) we have previously terminated this Account Agreement with you, (iv) we receive inaccurate or incomplete information needed to complete a transaction, (v) in the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer, (vi) the funds in the SPA are subject to legal action or administrative process or other encumbrance restricting their use or preventing a transfer to or from your SPA, (vii) we have reason to believe the transfer is unauthorized, (viii) the transfer is subject to another exception set forth in this Account Agreement, and/or (ix) as provided by applicable law.

8. Our Relationships. You understand and acknowledge that Finxera will act solely as your agent and does not: 1) act for or on behalf of your DSP, 2) act as an intermediary between you and your creditors for the purpose of negotiating, settling or in any way altering the terms of payment of any of your debts, or 3) receive or distribute any funds on your behalf other than as expressly directed by you.

9. Stopping Payments. If you want to stop making payments to your SPA, please contact Finxera Customer Service. We may charge you a fee, as shown in the Fee Schedule, for each stop-payment order you give. You may also contact your DSP, if you have questions. Any stop payment request shall be made by you at least three (3) business days before the preauthorized transfer.

10. Crediting and Payment Holds. If you have arranged to have direct deposits made to your SPA at least once every 60 days from the same person or company, we will credit the amount of the transfer as of the date the funds for the transfer are received, subject to any holds. Funds that are deposited to your SPA by debit entry from your Primary Account may be subject to a hold of up to six (6) days to ensure good funds. A deposit credit is only temporary and is subject to potential reversal until final payment is confirmed. If we give you provisional credit for an automated clearing house (ACH) transfer, but do not receive final payment, you agree to pay us the full amount by other means without prior notice or demand.

11. Conflicting or Unclear Instructions. If we receive conflicting instructions from you and your DSP, we will follow your instruction. If we are uncertain regarding the ownership of SPA funds, your identity, or the authority of any person to give SPA instructions, or if we believe that a SPA transaction may be fraudulent or may violate any law, or if the instructions we receive appear, in our sole discretion, to be unclear in any way, we may: (i) freeze and/or close your SPA and refuse any further transactions until we receive written proof, in form and substance satisfactory to us, of each person's right and authority over the SPA funds; (ii) refuse the transaction in question; (iii) require your signature for the transaction in question; (iv) request instruction from a court of competent jurisdiction; or (v) continue to honor previous instructions received from you (directly or through your DSP) pending confirmation or clarification. We are not obligated to assert such rights or to notify you or your DSP in advance of exercising such rights.

12. Statements and Notices. You may access specific information about your SPA by using the Password that we provide to you or by contacting Finxera Customer Service. "Password" means the security code and/or other method of authentication that you are provided to access SPA information electronically. If you have arranged to have direct deposits made to your SPA at least once every 60 days from the same person or company, you can call us at 1-888-348-4543 to find out if the deposit has been made. All transaction history is also available for your convenience at www.CFTPay.com. You may also request written copies of statements and notices by calling us at 1-888-348-4543. You may also contact your Debt Settlement Provider if you have questions.

13. Your Timely Review. You agree to carefully review all statements, notices, and other information provided to you in connection with your SPA, the Transfer Service or this Account Agreement as soon as possible. Please visit www.CFTPay.com on a regular basis to see if any notices have been posted for your review. You agree to notify us promptly of any erroneous, improper or unauthorized transactions involving your SPA funds. You agree that in no event will we or our agents be liable for special, incidental, consequential, exemplary or punitive damages unless applicable law prohibits such limitations. Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Account Agreement or by law with respect to your SPA funds or the Transfer Service must be commenced no later than one (1) year after the day the cause of action accrues.

14. Unauthorized Transfers. Tell Finxera at once if your statement shows transfers that you did not make, or if you need additional information regarding a transfer shown on your statement, by contacting Finxera Customer Service. If you do not give us notice within 60 days after the first statement was provided to you on which the problem or error appeared, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. See "In Case of Errors or Questions About Your Electronic Transfers" section for more information.

15. Fees. You agree to pay the fees and charges set forth in the Fee Schedule on the first page of this Account Agreement, as amended from time to time. You agree that fees may be deducted automatically from your SPA as they accrue. The monthly service fee for the first calendar month of the Transfer Service will not be prorated; will be deemed earned on the date your account is opened; and it will not be charged if the Transfer Service begins within the last five (5) days of the month. Thereafter, the monthly service fee will be earned in full as of the first day of each calendar month and may be collected at that time, without proration if the Transfer Service is terminated prior to the end of the month. Other fees and charges shall be deemed earned at the time of the transaction or event giving rise to the fee or charge.

16. Third Party Disputes/Indemnification. You are responsible for resolving any disputes that arise between or among you, your creditors, your DSP, or any other third parties. Finxera is not a party to any negotiations or agreements between or among you and any of your creditors or your DSP and assumes no obligation to you or them for any of your or their actions, omissions, or obligations. We have no involvement in, nor any responsibility with respect to, your DSP program or the results that you expect from your DSP program. You agree to indemnify, defend and hold us and our officers, directors, agents, employees and affiliates harmless from any and all claims, demands, actions, charges, fines, penalties and damages arising out of: (a) the actions or omissions of your DSP, your creditors or third parties not within our immediate control, (b) actions we take at your request (whether provided directly by you, through your DSP, your Authorized Contact or by another third party on your behalf) or in accordance with this Account Agreement, and (c) your actions and/or omissions. This provision shall survive the termination of your SPA.

17. Governing Law. Except as provided in Paragraph 25 (Arbitration Provision-Agreement to Arbitrate), Federal law and, to the extent not preempted by federal law, the laws of the State of California shall govern this Account Agreement. If any part of this Account Agreement is declared void or unenforceable, the remainder of the terms of this Account Agreement shall remain in full force and effect and the agreement shall be interpreted to give fullest effect to the intentions of the parties as set out in this Account Agreement.

18. Privacy Policy/USA PATRIOT Act Compliance. We are committed to securing the privacy of your Personal Information. We allow only approved personnel to have access to your Personal Information, and we share your Personal Information only with your consent or as required or permitted by law. For more details, please see our Privacy Notice which you will receive by mail and is available on our website at www.cftpay.com/policy.html. We assume no obligation for the use or disclosure of your Personal Information by any DSP.

Important Information About Procedures for Opening a New Account: To help the government fight the funding of terrorism and money laundering activities, financial institutions are required by Federal law to obtain, verify and record information that identifies each individual that opens a SPA. *What this means for individuals:* When you open an SPA, we will ask you for your name, residence address, date of birth, social security number, and other information that will allow us to identify you. We may also ask to see a driver's license, passport or other identifying document(s).

19. Changes in Terms. Subject to applicable law, we may at any time add new terms or delete or change the terms of this Account Agreement as required by law or desirable in our sole discretion. You will be notified of any change prior to the effective date of such change by email, text or by notification on www.CFTPay.com, at our sole discretion. You may close your SPA if you do not accept the changes to the terms of this Account Agreement; otherwise, your failure to act will be deemed to reflect your consent to the changed terms. You must promptly notify Finxera if you choose to close the SPA.

20. Assignment. This Account Agreement will bind and inure to the benefit of the respective successors and assigns of each party; provided, however, that you may not assign this Account Agreement or any rights or duties hereunder without our prior written consent and any prohibited assignment is absolutely void. No consent to an assignment by us will release you from your obligations under this Account Agreement. Subject to any applicable requirements of law, we may assign this Account Agreement and its rights and duties hereunder and no consent or approval by you is required in connection with any such assignment. In connection with any assignment, we may disclose all documents and information that we now or hereafter may have relating to you. Subject to applicable law, to the extent that Finxera assigns its rights and obligations hereunder to another party, Finxera thereafter shall be released from such assigned obligations to you and such assignment will affect a novation between you and such other party..

21. Changes in Your Contact Information; Assignment

We may send notices to you by periodic statement posted at www.CFTPay.com, by email or through your DSP. You agree to notify us promptly if any of your contact information changes.

22. Termination and Suspension. You or we may terminate or suspend this Account Agreement with or without cause at any time with notice. You may terminate this agreement by contacting Finxera Customer Service at P.O. Box 940, San Jose, CA 95113, or at 1-888-348-4543. The Transfer Service may be suspended if we are uncertain as to anyone's authority to give SPA instructions on your behalf or there is any uncertainty regarding the identity or authority of the person providing SPA instructions. Your termination or suspension of this Account Agreement will not affect any of our rights or your obligations arising under this Account Agreement prior to such termination or suspension.

23. Call Monitoring/Recording. You authorize us to listen to and record any telephone calls between you and us to evaluate the quality of our services or for any other lawful purpose.

24. Postdated Checks, Restricted Endorsement Checks and Other Disputed or Qualified Payments. We can accept postdated deposit checks without losing any of our rights under this Account Agreement. We are under no obligation to accept or hold a postdated check and we reserve the right to process every item presented as if dated the same date received by us or our check processor. You agree not to send us checks marked "paid in full," "without recourse," or similar language. If you send such a check, Finxera may accept it without waiving any of Finxera's rights under this Account Agreement. All notices and written communications concerning postdated checks, restricted endorsement checks, or any other disputed or nonconforming check, must be mailed or delivered to: Finxera Customer Disputes, P.O. Box 940, San Jose, CA. 95113.

25. IMPORTANT DISPUTE RESOLUTION PROVISIONS - ARBITRATION OF DISPUTES, CHOICE OF LAW, CLASS ACTION WAIVER AND LIMITATION OF ACTIONS The Parties agree that any dispute, controversy, claim or disagreement (collectively referred to as a "Dispute" or "Disputes") between or among them, of any kind, including but not limited to any Disputes arising out of, concerning, or relating to this Account Agreement and the Finxera Services provided thereunder, shall be resolved on an individual basis solely through final and binding confidential arbitration, conducted before a single arbitrator, administered by Judicial Arbitration and Mediation Services ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures, which may be viewed at www.jamsadr.com or by calling JAMS customer service at 800-352-5267. For purposes of this section, "Parties" includes each party's respective successors, assigns, servicers, officers, directors, members, employees, and representatives. Unless otherwise agreed to by the Parties, the arbitration shall be conducted within your county of residence at the time the Dispute arises and shall be resolved in accordance with the procedural laws of the Federal Arbitration Act and any substantive laws of the state of your residence at the time the Dispute arises. If for any reason JAMS cannot, will not, or ceases to serve as an arbitration administrator, the Dispute shall be administered by the American Arbitration Association pursuant to its streamlined rules or by such other arbitration organization that is mutually acceptable to the parties. The arbitrator shall resolve all issues relating to the Dispute, including but not limited to any determinations as to the interpretation, applicability, enforceability, scope, formation, performance or nonperformance of this Agreement. The arbitrator may decide a Dispute upon the submission of documents alone. Either party may submit relevant information, documents or exhibits to the arbitrator for consideration in deciding a Dispute. Each Party agrees to continue performing its obligations under this

Account Agreement while any Dispute is being resolved except to the extent the issue in dispute precludes performance (for example, a dispute over payment shall not be deemed to preclude performance). **THE PARTIES AGREE THAT EITHER PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN HIS, HER OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLAIMANT OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. THE PARTIES ALSO AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S OR ENTITY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING.** The decision of an arbitrator shall be enforceable as a court order and may be subject to very limited review by a court. The award rendered by the arbitrator shall be final and binding on all parties. Judgment on the award made by the arbitrator may be entered by any competent court with jurisdiction to enforce the award. You or we may seek remedies in small claims court or provisional judicial remedies without arbitrating. You may opt out of this arbitration provision within 30 days of signing this Account Agreement by sending a signed, written notice to Finxera at P.O. Box 940, San Jose, CA. 95113.

ARBITRATION COSTS. We will advance the costs of filing any arbitration (excluding any attorneys', expert witness', and/or witness' fees). Each party will pay for its respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration or any appeal. If either party fails to submit to arbitration following a proper demand to do so or fails to comply with the terms of an award or judgment following an arbitrator's decision, such party shall bear the costs and expenses, including reasonable attorneys' fees, incurred by the party compelling arbitration or seeking to enforce the award or judgment.

BINDING ARBITRATION MEANS THAT BOTH PARTIES GIVE UP THE RIGHT TO A TRIAL BY A JURY. 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.

CONTINUED EFFECT OF ARBITRATION PROVISION. This Arbitration Provision will continue to govern any Disputes that may arise without regard to any termination or cancellation of your SPA. If any portion of this Arbitration Provision (other than the provisions prohibiting class-wide arbitration, joinder or consolidation) is deemed invalid or unenforceable under the FAA (Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1 et seq., as amended), it will not invalidate the remaining portions of this Arbitration Provision. If a conflict or inconsistency arises between the code of procedures of the selected arbitration administrator and this Arbitration Provision, this Arbitration Provision will control.

26. In Case of Errors or Questions About Your Electronic Transfers

If you think your statement is wrong or if you need more information about a transfer listed on the statement, please telephone us at 1-888-348-4543 or write us at P.O. Box 940, San Jose, CA, 95113 as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. To dispute a transaction or statement:

- Provide your name and SPA number (if any).
- Describe the error or the disputed transfer, and explain as clearly as possible why you believe the transaction is in error or why you need more information.
- Provide the dollar amount of the suspected error.
- Confirm all oral disputes in writing within 10 business days.
- Provide supporting documentation if available.

We will attempt to determine whether an error has occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your SPA within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your SPA.

For errors involving a new SPA, we may take up to 90 days to investigate your complaint or question. For new SPAs, we may take up to 20 business days to credit your SPA for the amount you think is in error. The extended time periods for new SPAs apply to all electronic fund transfers that occur within the first 30 days after the first deposit is made.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

27. CONSENT TO ELECTRONIC DISCLOSURES

By signing this document, you agree that we may provide all disclosures, statements, notices, privacy policies, and other communications related to the Account Agreement, the Transfer Service or your SPA, including disclosures required by law (collectively, "Electronic Communications") to you electronically. We will notify you when a new Electronic Communication has been posted on our website at www.CFTPay.com. When you receive the notification, you agree to promptly visit our website to view the Electronic Communication. You may log in to our website using the Password that we provide to you. "Password" means the security code and/or other method of authentication that you are provided to access SPA information electronically. You agree not to disclose your Password to others and to keep it secure. You also agree that your use of your Password constitutes, and you intend it to constitute, your electronic or digital signature on any document or record where your signature is requested or required. By logging in to our website and using your Password, you demonstrate that you can access information that we post on our website. This consent only applies to this SPA.

Upon your request, we will send you a paper copy of any material provided electronically pursuant to this consent. You also have the right to withdraw consent, but if you do, we may terminate the Account Agreement. To withdraw your consent to electronic disclosures, update your electronic mail address or request paper copies, contact Finxera Customer Service, at P.O. Box 940, San Jose, CA. 95113

or www.CFTPay.com or call toll free 1-888-348-4543. If Finxera changes its hardware or software requirements, then you may withdraw your consent to electronic information without a fee, condition, or consequence.

To access and retain communications, you must meet at least the following requirements (i) access to a personal computer or equivalent device capable of connecting to the Internet, and that supports the following requirements (ii) an Internet Browser that supports HTML 4.0 and SSL-encryption; (iii) software which permits you to receive and access PDF files; and: (iv) means to print or store notices and information through your browser software. All communications in either electronic or paper format from us to you will be considered "in writing." Please print or download a copy of any Electronic Communication that is important to you for your records.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS WITH RESPECT TO THE SERVICES OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BY REASON OF A BREACH OF THIS AGREEMENT OR ANY WARRANTY OR OBLIGATION HEREUNDER, EVEN IF SUCH PARTY KNOWS OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF ANY SUCH LIABILITY. IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES EXCEED THE AMOUNT DEPOSITED INTO YOUR SPA ACCOUNT.

X

Applicant Signature

Date

FACTS	WHAT DOES FREEDOM DEBT RELIEF, LLC ("FREEDOM") DO WITH YOUR PERSONAL INFORMATION? Rev. 12/2019	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and credit card or other debt • Account Balances and transaction history • Income and employment information 	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Freedom chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information		Does Freedom share?
For our everyday business purposes-- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes
For our marketing purposes-- to offer our products and services to you		Yes
For joint marketing with other financial companies		Yes
For our affiliates' everyday business purposes-- information about your transactions and experiences		Yes
For our affiliates' everyday business purposes-- information about your creditworthiness		Yes
For our affiliates to market to you		Yes
For nonaffiliates to market to you		Yes
To limit our sharing	<p>Call 800-655-6303 or email support@freedomdebtrelief.com</p> <p>Please note: If you are a <i>new</i> customer, for those types of information where you have a right to limit our sharing, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> a customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>	
Questions?	Call 800-655-6303 or go to www.freedomdebtrelief.com , or write to us at PO Box 2330, Phoenix, AZ 85002-2330.	

Who we are	
Who is providing this notice?	Freedom Debt Relief, LLC, Freedom Financial Network, LLC, Bills.com, LLC, Lendage, LLC and Freedom Financial Asset Management, LLC
What we do	
How does Freedom protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, please contact Customer Service at support@freedomdebtrelief.com or 800-655-6303
How does Freedom collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Open an account or give us your income information • Provide account information or provide employment information • Give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes--information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See attachment for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates include financial companies such as Freedom Financial Asset Management, LLC, Freedom Financial Network, LLC, Bills.com, LLC, and Lendage, LLC</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <i>We share with nonaffiliates in the categories of direct marketing companies, service providers, insurance companies and broker/dealers.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include: Financial Institutions, Lead Generators, and Marketing and Sales organizations.
Other important information	
See attached page for important state-specific disclosures.	

FOR CALIFORNIA RESIDENTS: In accordance with California law, we will not share information we collect about you with nonaffiliates, except as allowed by law. For example, we may share information with your consent or to service your accounts. See below for your right to limit our sharing among our affiliates.

FOR NEVADA RESIDENTS: We are providing you this notice pursuant to state law. You may be placed on our internal "do not call" list by calling 800-655-6303. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St. - Suite 3900, Las Vegas, NV 89101; 702-486-3132 - BCPINFO@ag.state.nv.us.

FOR VERMONT RESIDENTS: In accordance with Vermont law, we will not share information we collect about Vermont residents with companies who are not affiliates, except as permitted by law, such as with your consent or to service your accounts. We will not share information about your creditworthiness with our affiliates without your authorization or consent but we may share information about our transactions or experiences with you with our affiliates without your consent.

FOR MONTANA RESIDENTS: In accordance with Montana law, we will not disclose your name or personal information to anyone other than your enrolled creditors or our agents, affiliates, or contractors.

Additional Rights for California Residents - Important Privacy Choices for Consumers

You have the right to control whether we share some of your personal information. Please read the following information carefully before you make your choices below.

You have additional rights under Federal law. See the form with the heading "Facts - What Does Freedom Debt Relief, LLC do with Your Personal Information"

Your Rights

You have the following rights to restrict the sharing of personal and financial information with our affiliates (companies we own or control) and outside companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your accounts with us. This includes sending you information about some other products or services.

Your Choices

Restrict Information Sharing With Companies We Own or Control (Affiliates): Unless you say "No," we may share personal and financial information about you with our affiliated companies.

NO, please do not share personal and financial information with your affiliated companies.

Restrict Information Sharing With Other Companies We Do Business With To Provide Financial Products And Services: Unless you say "No," we may share personal and financial information about you with outside companies we contract with to provide financial products and services to you.

NO, please do not share personal and financial information with outside companies you contract with to provide financial products and services.

Time Sensitive Reply

You may make your privacy choice(s) at any time. Your choice(s) marked here will remain unless you state otherwise. However, if we do not hear from you we may share some of your information with affiliated companies and other companies with whom we have contracts to provide products and services.

Name:

Account Number (if applicable):

Signature & Date

To exercise your choices do one of the following:

- (1) Fill out, sign and return this form to us using the envelope provided (you may want to make a copy for your records);**
- (2) Call this toll-free number: 800-655-6303**
- (3) Reply electronically by contacting us through the Internet at support@freedomdebtrelief.com**



AFCC Uniform Program Disclosure Statement

Freedom Debt Relief, LLC is a member of the American Fair Credit Council and has agreed to follow industry "best practices," as endorsed by the AFCC, including disclosure of the following matters as an integral part of its contract with consumers.

Freedom Debt Relief, LLC (FDR) provides consumers with a debt resolution service more popularly known as debt settlement. Debt settlement is the negotiation of less than full balance settlements of unsecured debt on behalf of consumers who are experiencing financial hardship. Freedom Debt Relief, LLC (FDR) wants you to understand both the potential benefits and risks that may arise out of your debt settlement program and to be sure you have reasonable expectations regarding all potential outcomes.

BY SIGNING BELOW, YOU ARE CONFIRMING THAT Freedom Debt Relief, LLC (FDR) HAS EXPLAINED TO YOU, AND YOU UNDERSTAND, ALL THE ISSUES SET FORTH BELOW. If you wish to discuss or comment on any of these disclosures or discuss any aspect of your debt settlement program, please email us at info@americanfaircreditcouncil.org with your contact information and the AFCC compliance department will respond to you as quickly as possible.

- 1. You are enrolling into a debt settlement program.** The objective of your debt settlement program is for Freedom Debt Relief, LLC (FDR) to negotiate mutually agreeable resolutions between you and each of your creditor(s) for the resolution of your unsecured debt(s), which are itemized as part of your enrollment agreement and are referred to as Enrolled Debts. You understand and acknowledge that no specific results can be predicted or guaranteed.
- 2. You will be responsible for saving sufficient funds to enable Freedom Debt Relief, LLC (FDR) to negotiate debt resolutions on your behalf.** In order for Freedom Debt Relief, LLC (FDR) to negotiate on your behalf, you must adhere to a regular schedule of deposits. These funds will be deposited into a separate FDIC-insured bank account that you and only you will control. Under no circumstances will Freedom Debt Relief, LLC (FDR) have custody or control of the funds you set aside.
- 3. The savings program necessary to settle your debts is detailed in your enrollment agreement.** Summaries of the minimum monthly savings amount and the estimated period needed to settle all of your debts have been prepared for you. Actual resolution amounts, and the period required to settle all of your debts are likely to vary, possibly substantially, from these estimates, based on creditor behavior, your ability and willingness to keep to your deposit schedule and other factors.
- 4. While most creditors and collectors are eager to negotiate with debt settlement service providers, Freedom Debt Relief, LLC (FDR) cannot force creditors to negotiate with them or to accept an offered settlement.** Communications with creditors are handled on a case by case basis. Some creditors may not be contacted for several months after you enroll.
- 5. Freedom Debt Relief, LLC (FDR) is not a credit counseling service and does not make regular payments on your behalf to your creditors.** Your creditors may continue to pursue collection efforts on delinquent accounts while you are enrolled in a debt settlement program. Such collection efforts can include phone calls and letters to you, sending delinquent accounts to collection agencies or even filing a lawsuit against you.
- 6. Your debt settlement program assumes an effort that will continue for many months.** The time needed to produce a settlement of a given debt depends on several factors. These include (a) your financial hardship, (b) the age and balance of the accounts that you owe, (c) the funds you have available to pay to your creditors for a settlement and (d) the willingness of your creditors to enter into debt settlement negotiations. While no guarantees can be given, generally the more money you are able to set aside the sooner Freedom Debt Relief, LLC will be able to start negotiating settlements for you.
- 7. Fees paid to a debt settlement services provider such as Freedom Debt Relief, LLC (FDR) are not available to pay creditors.** The fees paid to Freedom Debt Relief, LLC (FDR) are intended to compensate them for their efforts and will only be refundable to the extent they have not been deemed to have been earned in the manner described in the Client Agreement. Those fees are not being set aside or held in escrow to fund debt settlements.
- 8. Freedom Debt Relief, LLC (FDR) is not a law firm and does not and cannot provide legal advice or counsel, and your signature, below, acknowledges that you have been advised of this. Should you be sued, you should consult with a lawyer licensed to practice in your jurisdiction.**
- 9. You have told us that you are in a verifiable state of financial hardship and are unable to meet, on an ongoing basis, the minimum periodic payments required by your creditors to pay off your debts.** If you do not make the minimum periodic payments on your debts your delinquencies will likely be reported to the consumer reporting agencies as late, delinquent, charged-off or past due balances. Your creditor may also raise the interest rate on your account and impose other penalties, such as late fees, over-limit fees and the like. Until your account is charged off,

your account balance may continue to grow as your creditor adds accrued interest and fees and penalties, and, if negotiations are unsuccessful, you could be called upon to pay the entire balance. Even if we are successful in negotiating a less than full balance resolution for you, your creditor may report to the credit reporting agencies that the account was "settled for less than the full amount."

10. **When your creditor agrees to settle a debt, a savings of \$600 or more (meaning at least \$600 less than what you owe at the time of settlement) may be reported by your creditor to the IRS as Discharge of Indebtedness income.** You should consult your tax advisor to determine whether your individual circumstances require you to include any Discharge of Indebtedness Income in your reportable income, or whether you qualify for an insolvency exclusion. For more information on tax ramifications to you personally, refer to the IRS website www.irs.gov IRS Publication 908-"Bankruptcy Tax Guide" and IRS Form 982, Reduction of Tax Attributes Due to Discharge of Indebtedness.

To summarize, each case is unique and results, dependent as they are upon both your ability to set aside sufficient funds and your creditor's willingness to negotiate a less than full balance settlement, may be expected to vary widely. For consumers in verifiable states of financial hardship, a debt settlement program can be a very effective way to resolve unsecured debt but it is not a painless process and no guarantees as to settlement amounts or timing can be given.

Finally, we encourage you to report any concerns with your debt settlement program directly to the AFCC via email: info@americanfaircreditcouncil.org.

Please sign below indicating you have read and understand the AFCC Uniform Program Disclosure Statement.

X <Your Info Here> <Your Info Here>

Client Signature Print Name Date

X <Your Info Here> <Your Info Here>

Co-Client Signature Print Co-Client Name Date

POWER of ATTORNEY

KNOW BY ALL PRESENT:

The undersigned, and each of them, hereby appoints <Your Info Here> as attorney-in-fact to do the acts described in this Power of Attorney. The undersigned, and each of them, hereby appoints Law Firm as attorney-at-law to represent them in court or other legal proceedings in connection with any and all debts allegedly due and owing in the name(s) of the undersigned.

Law Firm (and/or its designees) is hereby authorized to act as attorney and legal representative in connection with any and all negotiation, modification, reduction, settlement, or payment on any and all debts allegedly due and owing in the name(s) of the undersigned.

Law Firm is fully authorized 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 could be viewed by the undersigned personally.

This Power of Attorney revokes all earlier Power of Attorney given by, or on behalf of, the undersigned relating to all communications of creditors' claims and shall be effective and binding on the undersigned until revoked by an instrument in writing executed by the undersigned.

Law Firm is fully authorized to release a copy of this Power of Attorney as it, in its sole discretion, deems appropriate. A copy of this Power of Attorney shall be deemed as effective as original.

Agent: <Your Info Here>
<Your Info Here>
<Your Info Here>, AZ 00000
(555) 555-5555 Office
<Your Info Here>

Printed Name <Your Info Here> <Your Info Here>	Signed X		Date
Printed Spouse/Cosigner Name <Your Info Here> <Your Info Here>	Signed X		Date
Address <Your Info Here>	City <Your Info Here>	State AZ	Zip 55555

NOTICE OF RIGHT OF CANCELLATION

DATE OF TRANSACTION: September 17, 2021

<Your Info Here> <Your Info Here> & <Your Info Here> <Your Info Here>

You may cancel your Debt Resolution Agreement with Freedom Debt Relief, LLC, without any penalty or obligation, at any time before midnight of the third business day that begins the day after you agree to it by electronic communication or by signing it.

If you cancel your agreement within the 3-day period, we will refund any money you may have paid us within 7 days after your request. You may also terminate your agreement at any later time, but we may not be required to refund fees you have paid to us.

To cancel your agreement during the three-day Cancellation Period or otherwise, send an e-mail to: terminations@freedomdebtrelief.com

Or mail or deliver a signed, dated copy of this notice, or any other written notice to:

Freedom Debt Relief, LLC
ATTN: TERMINATIONS
PO Box 2330
Phoenix, AZ 85002-2330

Before midnight on the third business day following the Date of Transaction listed above.

You may use this form to cancel your agreement with FDR within three days of the Transaction Date listed by signing where indicated below and mailing this page to the address above.

I HEREBY CANCEL MY AGREEMENT WITH FREEDOM DEBT RELIEF, LLC.

X

Client Signature

Date

X

Co-Client Signature

Date

By initialing below you are indicating that you have read and understood the material on this page.

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