

SAMPLE DMP Client Agreement*

The Undersigned (hereafter solely and/or collectively referred to as "Client"), and the nonprofit community service organization (hereafter "DMP") hereby enter into this Client Agreement (hereafter "Agreement"), whereby Client engages DMP to provide, pursuant to the terms, conditions and provisions of this Agreement, credit counseling and, if appropriate, debt management services to Client in accordance with DMP's Debt Management Program. DMP and Client agree as follows:

- DMP will provide educational materials, educational courses and/or other educational resources to Client. At Client's option and if applicable in DMP's judgment, DMP will provide to Client DMP services and materials that include financial evaluation and analysis, financial consulting and negotiation with Client's creditors to compromise or work out a payment structure for Client's existing obligations.
- Client agrees to disclose to DMP all of Client's unsecured credit accounts and any other information relating to Client's credit status. Client also hereby authorizes DMP to obtain all information from Client's creditors, credit reporting agencies, and any other source that is deemed necessary in order for DMP to perform its services, and authorizes Client's creditors to release such information to DMP. Furthermore, Client authorizes DMP to obtain Client's credit rating from any credit-reporting agency.
- DMP makes no warranty, promise or guarantee to Client as to the results that may be obtained for or on behalf of Client in connection with this Agreement. Client agrees to hold DMP, its officers, directors, employees and agents harmless from any claim, suit, action or demand arising from the services provided by DMP to Client.
 - Client understands, acknowledges and agrees to the following: DMP is a non-profit corporation acting as a credit counseling, and, if appropriate, debt management company to pay Client's obligations under a payment plan agreed to in connection with this Agreement; DMP is not a licensed financial institution or lending agency; DMP's services provided to and on behalf of Client do not constitute an extension of credit or other loan arrangement of any kind or nature whatsoever; DMP is supported in part by voluntary contributions from Client's creditors for services that DMP provides to Client, and Client hereby waives any right or claim to said contributions; DMP's services in connection with this Agreement may not prevent further collection efforts taken against Client by Client's creditors; Entering into a debt management program may have an impact on Client's credit bureau report. Client's credit report may reflect a consumer credit counseling status; DMP will make payments to Client's creditors ONLY upon receiving the scheduled monthly payment from Client; That should Client default in maintaining the debt management program, the rights and interests of Client's creditors will not be altered or jeopardized; That Client remains responsible for his/her debts and obligations and agrees to make timely payments in guaranteed funds under the debt repayment plan established in connection with this Agreement; Client agrees to close all credit lines, to open no new credit lines, and to avoid incurring additional debt while on the debt management program; Client has the responsibility to monitor his/her accounts including statements from creditors and from DMP and to report any discrepancies; and Client authorizes the release of his/her non-public information by DMP to Client's creditors and by Client's creditors to DMP.

*This is a sample agreement only. The terms, conditions, layout and content may vary significantly based on the Client's State of residence and/or other factors.

- Complaints related to this Agreement may be directed to the regulatory agency of Client’s State of residence. This nonprofit community service organization has adopted best practices for debt management plans and debt settlement plans, and a copy will be provided upon request.
- Client hereby attests that the information provided to DMP, including data on enrollment forms, creditor data and other financial data is accurate to the best of Client’s knowledge and belief. Client also attests that he/she has personally destroyed the charge card(s) listed on the Creditor Summary.
- Client understands and acknowledges that DMP has no affiliation with any third party.
- Client is under no obligation to pay DMP for its services nor to make any contribution/donation to DMP. However, a contribution/donation of twelve dollars (\$12.00) is appreciated. DMP incurs expenses in connection with the initial set up of clients on its program and for monthly processing. Please indicate the monthly contribution/donation, if any, which you desire to contribute to DMP by checking one of the following boxes. If DMP does not receive your response within thirty (30) calendar days, it will be assumed that the \$12.00 monthly contribution/donation is acceptable and will be included each month in your payment to DMP: \$9.00 \$12.00 \$15.00 Other \$ _____
- If any clause, sentence, or other portion of the terms, conditions and/or provisions of this Agreement becomes illegal, null or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining provisions of the Agreement will remain in full force and effect.
- This Agreement, the attached Arbitration of Disputes Agreement and Autopay Transfer of Funds forms, and any attached state-specific disclosure form, is the entire understanding of Client and DMP and supersedes any verbal agreements of the parties; any modifications and/or changes to this Agreement must be in writing.
- The parties to this Agreement hereby agree to submit any and all disputes between them to binding arbitration as set forth in the attached Arbitration of Disputes Agreement.
- This Agreement shall be governed by and in accordance with the laws of the State of California unless stated otherwise in an addendum attached hereto.
- This Agreement becomes a binding obligation of the parties hereto, only upon execution by all parties hereto. Client acknowledges that he/she has read, understands and agrees with the terms set forth in this Agreement.

Dated this _____ day of _____, 20_____

Client Name

Client Signature

DMP President

Co-Client Signature (if applicable)

Please keep the yellow copy for your records and return the white original to DMP. Thank you!