

Family Financial Education Foundation

724 Front Street, Ste 340 • Evanston, WY 82930

(307) 789-2010 • (888) 292-4333

Client Number:

FFEF ENGAGEMENT AGREEMENT FOR CLIENTS IN OKLAHOMA

Client Name:

Client Address:

Client Phone No:

The Undersigned (hereafter solely and/or collectively referred to as "Client"), and Family Financial Education Foundation, a 501c (3) non-profit foundation (hereafter "FFEF") hereby enter into this Engagement Agreement (hereafter "Agreement"), whereby Client engages FFEF to provide debt management services to Client in accordance with FFEF's Debt Management Program ("DMP") and pursuant to the terms, conditions and provisions of this Agreement. FFEF and Client agree as follows:

- A. FFEF's debt management services include education materials, counseling, thorough budgeting analysis, financial analysis, financial evaluation, financial consulting, and negotiations with Client's creditors, receiving and disbursing payments on client's behalf. FFEF will provide educational services and materials to client on how to establish a workable household budget and how to effectively control spending. FFEF recommends that Client destroy his or her credit cards. FFEF will disburse payments to creditors up to four times per month. FFEF will attempt to work out a payment arrangement with creditors to reduce Client's minimum monthly payments, lower or freeze interest and bring accounts current. FFEF will implement its "roll up" program to accelerate the time needed to get Client out of debt, and also reduce the amount of interest paid to creditors. FFEF's goal is to provide educational services that will allow Client to be responsible for debts, make good decisions in the future and to implement a life style change that will allow Client to live without the burden of excessive debt. FFEF's educational materials and counseling will provide information and services that will assist Client in developing a structure for living, which will allow Client to get beyond the "paycheck to paycheck" mentality, and teach Client how a savings program can become an active part of Client's financial world.
- B. A complete list of Client's obligations to be adjusted, including the name of each creditor, is included on the Creditor Summary that is part of this Agreement. The following information is provided for each creditor:

Creditor	Amount Owed	Amount of Each Payment	Date of Payment	Anticipated Payoff Date
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- C. The estimated commencement and termination dates of the contract are _____ and _____ respectively. Client may terminate this agreement without penalty or obligation for any reason and at any time by giving five (5) days written notice of rescission to FFEF. Once your services are canceled, you are entitled to a refund of all unexpended funds you have paid to FFEF.

- D. Client agrees to disclose to FFEF all of Client's unsecured credit accounts and any other information relating to Client's credit status. Client also hereby authorizes FFEF to obtain all information from Client's creditors, credit reporting agencies, and any other source that is deemed necessary in order for FFEF to perform its services. Furthermore, Client authorizes FFEF to obtain Client's credit rating from any credit-reporting agency.
- E. FFEF 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 FFEF, its officers, directors, employees and agents harmless from any claim, suit, action or demand arising from the services provided by FFEF to Client.
- F. Client understands, acknowledges and agrees to the following:
1. FFEF is a 501(c)(3) non-profit corporation acting as a debt management company to pay Client's obligations under the payment plan agreed to in connection with this Agreement;
 2. FFEF is not a licensed financial institution or lending agency;
 3. FFEF'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;
 4. FFEF is supported in part by voluntary contributions from Client's creditors for services that FFEF provides to Client, and Client hereby waives any right or claim to said contributions;
 5. FFEF's services in connection with this Agreement may not prevent further collection efforts taken against Client by Client's creditors;
 6. Entering into a DMP may have a negative impact on Client's credit bureau report. Client's credit report may reflect a consumer credit counseling status;
 7. FFEF will make payments to Client's creditors ONLY upon receiving the scheduled monthly payment from Client;
 8. That should Client default in maintaining the DMP, the rights and interests of Client's creditors will not be altered or jeopardized;
 9. Client agrees to maintain payments to creditors during initial enrollment process;
 10. 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;
 11. Client agrees to close all credit lines, to open no new credit lines, and to avoid incurring additional debt while on the DMP;
 12. Client has the responsibility to monitor his/her accounts including statements from creditors and from FFEF and to report any discrepancies; and
 13. Client authorizes the release of his/her non-public information by FFEF to Client's creditors and by Client's creditor's to FFEF.
- G. Client attests that he/she has personally destroyed the charge card(s) listed on the Client Summary and that the information provided to FFEF over the telephone and/or data on enrollment forms, creditor data, and other financial data is accurate to the best of Client's knowledge and belief.
- H. Client understands and acknowledges that FFEF has no affiliation with any third parties nor does it rely on third parties for any part of its DMP. FFEF's Credit Counselors are properly trained and they are certified through industry-approved programs i.e. National Institute for Financial Education (NIFE), Institute of Personal Finance (IPF), or other certifying body.
- I. The client understands that FFEF will not charge any more than the state regulated fees for enrollment and monthly services. The Client agrees to pay \$75.00 to FFEF for enrollment and to help cover costs of setting up the Client on the Debt Management Program and a monthly payment of \$50.00 to help offset FFEF's ongoing educational and operational costs. If the Client is unable to pay these state regulated fees, he or she may ask for a reduction of the fees and/or request that the fees be waived.

- J. Client understands that if he/she has any questions or complaints, Client can call FFEF at (888) 292-4333 or his assigned team's toll-free number.
- K. 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.
- L. This Agreement, "autopay transfer of funds authorization" form, and any addendum hereto are the entire understanding of Client and FFEF and supercedes any verbal agreements of the parties; any modifications and/or changes to this Agreement must be in writing signed by Client and FFEF.
- M. This Agreement becomes a binding obligation of the parties hereto, only upon execution by all parties hereto.
- N. The person authorized to receive service of process in the state of Oklahoma is Corporation Service Company, whose address is 115 S. W. 89th Street, Oklahoma City, Oklahoma 73139-8511.
- O. NOTICE TO CONSUMER: Do not sign this agreement before you read it. You must be given a copy of this agreement.
- P. ASSIGNMENT OF CONTRACT: This Contract may not be assigned without the written consent of Client.
- Q. Credit counseling services are not suitable for all consumers and the Client may request information about other ways, including bankruptcy, to deal with indebtedness.

Dated this _____ day of _____, 20_____

_____/_____
 Client Client No.

Wm. Richards Cluny

 Family Financial Education Foundation

 Co-Client

BY: William Richards Cluny
 ITS: President and CEO

Client's e-mail address: _____

Note: A copy of the completed contract and all other documents required to be signed by Client shall be provided to Client.

Sign both copies and return one to FFEF

NOTICE OF CANCELLATION

You may cancel this contract, without any penalty or obligation, within five (5) days from the date the contract is signed.

If you cancel any payment made by you under this contract, will be returned within ten (10) days following receipt by the seller of your cancellation notice.

To cancel this contract, mail or deliver a signed dated copy of this cancellation notice, or any other written notice to Family Financial Education Foundation at PO Box 2125, 724 Front Street, Suite 340, Evanston, Wyoming 82931-2125, **not later than midnight of _____ (this date needs to be five days after the start date of the DMP).**

I hereby cancel this transaction on _____ (date).

Purchaser Signature

Note: This Notice of Cancellation Form must be executed in duplicate.