

**Addendum to Engagement Agreement for Residents of New Hampshire**

- A. 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:

<u>Creditor</u>	<u>Amount Owed</u>	<u>Amount of Each Payment</u>	<u>Date of Payment</u>	<u>Anticipated Payoff Date</u>
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**SEE ATTACHMENT**

- B. FFEF shall do all of the following; (1) keep complete and adequate records during the term of this Agreement and for a period of 7 years from the date of cancellation or completion of the Agreement, (2) make remittances to creditors within 10 days after receipt of any funds, less prorated fees, and (3) furnish Client with a written statement of his or her account at least every 90 days, and at the termination or cancellation of this Agreement and with a verbal accounting at any time that Client may request it during normal business hours.
- C. FFEF will not accept an account unless a written and thorough budget analysis indicates that the Client can reasonably meet the requirements indicated by the budget analysis.
- D. No debt management agreement with Client will be for a longer period of time than is reasonable and consistent with the budget analysis, unless a written statement by the Client specifically indicates that Client desires to make lower payments over the extended period, at a greater fee. **A contract shall not be effective until a Client has made a payment to FFEF for distribution to the client's creditors. The beginning date of this contract is                      and the ending date is                      .**
- E. All advertising being conducted in the State of New Hampshire shall not in any way be false, misleading or deceptive and in full compliance with Section 399-D:11 of the New Hampshire Code.
- F. Fees charged shall be agreed upon in advance. Fees shall be amortized equally each month over the length of the contract. FFEF will not charge a fee until the debt adjustment program is arranged and approved by Client. FFEF will not receive a fee unless it has the written consent of such number of creditors as hold obligations representing at least 25 percent of the total amount of indebtedness and 25 percent of the total number of the creditors listed in the contract with Client, or at least like number of creditors have accepted a distribution of payment. The monthly fees charged by FFEF shall be based on the amount required to pay indebtedness and shall not exceed the following:
- (a) 10 percent when the plan of payment is for a period of 10 months or less;
  - (b) 12 ½ percent when the plan of payment is for a period of more than 10 months but less than 18 months; and
  - (c) 15 percent when the plan of payment is for a period of 18 months or more.

Other fees or charges that a client may be responsible for are as follows:

Set up fee: \$75.00	Monthly Service Fee (see F(a)(b)(c):
AutoPay Fee: \$2.00	NSF Fee (Returned Check or Draft: \$20.00
Bank of America / MBNA Credit Report: \$10.00	Closing Fee (See Item G):

\*Credit Score Review (Not part of DMP): \$29.00 Single  
\$39.00 Joint

\*Note: This fee is not part of the DMP program and can be requested by a client to analyze their credit history by the use of pulling a three-in-one report.

- G. In the event of prepayment of the listed debts, or cancellation by the Client upon 30 days' written notice to the licensee, or cancellation by FFEF after willful default for more than 30 days by the Client, and if FFEF has performed all of the services required by this Agreement and pursuant to Section 399 of the New Hampshire Code, FFEF shall be entitled to a cancellation charge which is 5 percent of that portion of the agreed service charge which is due and unpaid for the unexpired term of the contract as of the time of such prepayment or cancellation, but in no event more than \$50.00.
- H. 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.
- I. FFEF may receive compensation from Client's creditors for providing credit counseling services to Client.
- J. NOTICE TO CONSUMER: Do not sign this agreement before you read it. You must be given a copy of this agreement.
- K. ASSIGNMENT OF CONTRACT: This Contract may not be assigned without the written consent of Client.
- L. Credit counseling services are not suitable for all consumers and the Client may request information about other ways, including bankruptcy, to deal with indebtedness.
- M. You may cancel this contract without penalty or obligation for any reason and at any time by giving ten days' written notice of rescission to the licensee (FFEF). Once your services are canceled, you are entitled to a refund of all unexpended funds you have paid to the credit counseling organization.**

Dated this        day of        , 20        .

*Wm. Richards Cluny*

Family Financial Education Foundation

BY: Wm. Richards Cluny  
ITS: President & CEO

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Client

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Co-Client

*Client: yellow copy; Company: original*