

## SPECIAL PURPOSE ACCOUNT AGREEMENT

**This Special Purpose Account Agreement and Application (this "Agreement")** contains the terms, conditions, and disclosures that apply to your Special Purpose Account (your "Account"). By signing the application for your Account (your "Account Application") and using your Account, you agree that this Agreement shall apply; and you agree to abide by all of the terms, conditions, and rules set forth herein. If you have questions that you do not believe are addressed in this Agreement, you can and should call, e-mail, or write Global Client Solutions, LLC ("Global") at the number or address shown at the end of this Agreement. Please review this document carefully and keep it with your other important records. In this Agreement, the words, "I", "me", "mine", "my", "you" and "your" mean you and any other party who you authorize to use your Account.

**Purpose, Nature and Use of the Account:** Your Account is a special purpose account that you can use in connection with the debt settlement program you have undertaken. In general, you will be making periodic deposits to your Account from your primary bank account, and you will be periodically disbursing funds from your Account to repay your debts and the costs associated with your Account and your debt settlement program. Your Account is an FDIC-insured sub-account within a master custodial account maintained at a bank designated or selected by Global. Additionally, you authorize Global to transfer your account to another FDIC insured institution under the existing terms. Global will provide written notice to you of such change. Unless you have otherwise provided, you are the only one that has the right to authorize the transactions relating to your Account; and you may withdraw funds from your Account and/or close it at any time in the manner provided for below. Your Account may not be used for any illegal purpose.

**Passcodes / Passwords:** You will be provided with a four-digit passcode (your "Passcode") that you will use to access your Account via the telephone and to identify yourself when contacting a customer service representative. You will also be provided with an initial Internet password (your "Password") that you will use to access your Account via the Internet. You may change your Password from time to time for security purposes and you are encouraged to do so. You are responsible for the protection and use of your Passcode and Password. Do not disclose your Passcode or Password to anyone who does not have your permission to access your Account.

**Telephonic / Electronic Communications:** You authorize Global to accept and act upon any agreement or instruction received from you or authorized by you, concerning your Account where you have communicated that agreement or instruction by telephone, facsimile, e-mail or other electronic means using a telephone keypad or computer. Use of your passcode, password or any other form of identification designated by you in any transaction constitutes and will be accepted as your electronic signature, as that term is used in the federal Electronic Signature in Global and National Commerce law and other applicable laws.

**Authorizing and Initiating Transactions:** You have authorized certain transactions to be undertaken in your Account Application. From time to time, you may change those instructions and/or give other instructions to initiate deposits to or disbursements from your Account by using your Password to log into the Global website or by contacting Global customer service. You may also convey instructions through the Sponsor identified on your Account Application, and such instructions may be acted on without further confirmation unless you direct otherwise in writing. In any event, you must always provide a reasonable period of time to act your instructions. All authorized deposits to your account will be initiated pursuant to your instructions from time to time and all authorized disbursements will be made from your Account provided it contains sufficient "good" funds to cover the amount of the disbursement. However, neither Global, nor any service provider to Global will be responsible for determining when a payment is actually due, nor shall they be responsible for determining whether a payment is for the correct amount or otherwise proper. Their sole

obligation in this regard will be to execute your payment instructions in a commercially reasonable manner as soon as practical after receipt of such instructions; and if they perform in such manner, they shall not be responsible for any late payment fee, penalty or other charge levied by your creditor, for any failure of your creditor to honor a settlement or for any other adverse action taken or not taken by your creditor or any other party.

**Fees and Charges:** You promise to pay the fees and charges shown in your Account Application; and you agree that these fees and charges may be deducted directly from your Account. The monthly service charge for the first month in which your Account is opened will not be prorated and will be deemed earned on the first day your account is opened. Thereafter, the monthly service charge will be deemed earned in full on the first day of each calendar month during which your Account remains open. Other fees will be deemed earned at the time of the transaction or the event that gives rise to the fee. The fees and charges relating to your Account may be increased for any increase in the associated costs and expenses, in which case you will be provided with at least thirty days prior written notice.

**Termination of Agreement:** You may terminate this Agreement and close your Account at any time by sending a written notice to Global customer service. In addition, this Agreement may be terminated and your Account cancelled at any time without notice for inactivity, if your Account is improperly maintained or used, or if you otherwise violate any provision of this Agreement. If this Agreement is terminated for any reason, the collected balance in your Account will be sent to you by check within a reasonable period of time.

**Default and Collection of Accounts:** If your Account is suspended, cancelled or otherwise terminated for any reason and your Account has a negative balance, you agree to pay the negative balance upon demand. Should you fail to remit the full amount of such negative balance, you shall remain responsible for the deficit and collection actions may be pursued against you. If any such collection action is undertaken, you agree to pay all court costs and collection fees, including reasonable attorney's fees, to the extent permitted by applicable law.

**Monthly Statements:** You will receive a monthly statement showing your Account activity and balance by mail unless you have elected to receive your statement electronically. Additionally, you may obtain balance and transaction information by using your Passcode to access your Account via the telephone, by using your Password to log into the Global website or by calling Global customer service. You agree to carefully inspect your statement and promptly report any erroneous, improper or unauthorized transactions.

**No Interest:** No interest will be paid to you on or with respect to your Account.

**Consumer Liability:** If you believe someone has transferred or may transfer money from your Account without your permission, contact Global customer service immediately. Telephoning is the best way to keep your possible losses down.

**FDIC Insurance:** The funds in your Account will be FDIC insured up to a maximum of \$250,000.00 or such lower or higher limit as may be established by the Federal Deposit Insurance Corporation from time to time.

**Incomplete Transactions:** Neither Global nor any service provider to Global will be liable for failing to complete a transaction if you do not have enough money in your Account to complete the transaction; or if circumstances beyond their control prevent the completion of the transaction, including, without limitation, the acts or omissions of any ACH, check or other processor, the National Automated Clearing House Association, the Federal Reserve System, any bank, or the directive of any regulatory authority.

**Error Resolution Procedures:** In case of errors or questions about transactions involving your Account, call or write Global customer service no later than sixty days after the transaction in question has been reflected on your monthly statement. Please provide the following information:

1. Your name and Account number.
2. Date and amount of the transaction.
3. Type of transaction and description of the suspected error. Please explain as clearly as possible why you believe there is an error or why you need additional information.
4. Dollar amount of the suspected error.

If you provide this information orally, you also may be required to also provide it in writing within ten business days. You will be told of the results of the investigation of the suspected error within ten business days after you submit the information and any error will be promptly corrected. However, if more time is required to investigate the suspected error, it may take up to an additional thirty days to complete the investigation. If it is determined that there is no error, you will be provided with a written explanation within three business days of such determination; and you may ask for and receive copies of the documents used in making any such determination.

**Creditor Disputes:** You agree to settle all disputes about payments made to your creditors from your Account. Global is not a party to your debt settlement plan, and does not participate in the negotiation of your debts. **Accordingly, you hereby expressly acknowledge that Global does not have any involvement in or responsibilities of any nature with respect to your debt settlement plan or the results that you may or may not achieve from its execution.**

**Governing Law:** The laws of the State of Oklahoma govern this Agreement. If any part of this Agreement is declared void or unenforceable, such provisions shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force and effect, and shall be modified to any extent necessary to give such force and effect to the remaining provisions. No delay or forbearance in the strict observance or performance of any provision of this Agreement, nor any failure to exercise a right or remedy hereunder, shall be construed as a waiver of such performance, right, or remedy, as the case may be.

#### ARBITRATION OF DISPUTE

a. In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the termination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in **Tulsa County, State of Oklahoma in accordance with the laws of Oklahoma, or in the county in which the consumer resides, in accordance with the Laws of the that state.** The parties agree, the arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its rules and procedures and an arbitrator shall be selected by the AAA. The arbitrator shall be neutral and independent and shall comply with the AAA code of ethics. The award rendered by the arbitrator shall be final and shall not be subject to vacation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the parties. If either party fails to comply with the arbitrator's award, the injured party may petition the circuit court for enforcement. The parties agree that either party may bring claims against the other only in his/her or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, 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 parties shall share the cost of arbitration, including attorneys' fees, equally. If the consumer's share of the cost is greater than \$1,000.00 (One-thousand dollars), the company will pay the consumers share of costs in excess of that amount. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

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.

**Limitation of Liability:** Under no circumstances shall Global ever be liable for any special, incidental, consequential, exemplary or punitive damages.

**USA Patriot Act Compliance:** In order to assist in combating terrorism and preventing the Global system and the banking system from being used for money laundering purposes, you authorize Global to take those steps that are reasonable and practical to identify you and any information about you, including, without limitation, securing or accessing a credit report on you, obtaining other information about you and otherwise verifying your identity as required by the USA Patriot Act.

#### PRIVACY POLICY

Personal information may be collected from your Account Application, any updated information you may provide from time to time and the transactions processed through your Account. A description of the Privacy Policy applicable to your Account is provided below. If you have additional questions regarding the privacy of your personal information, please contact Global customer service.

**Collection / Use of Personal Information:** Collection of your personal information is designed to protect access to your Account and to assist in providing you with the products and services you have requested. All personal information collected and stored by Global, or on their behalf, is used for specific business purposes to protect and administer your Account and initiate your authorized transactions, to help to design or improve the applicable products and services and to comply with state and federal banking regulations. Only approved personnel will have access to your personal information. Furthermore, auditing mechanisms have been put into place to further protect your information by identifying the personnel who may have accessed and in any way modified, e.g., updated or added to, your personal information.

**Maintenance of Accurate Information:** It is your best interests to maintain accurate records concerning your personal information. For this reason, you are allowed to update your personal information online, at anytime, by using your Password to log into the Global website or by contacting Global customer service.

**Limited Access to Personal Information:** Access is limited to your personal information to only those personnel with a business reason for knowing such information. In addition, all personnel are educated about the importance of confidentiality and customer privacy. Individual user names and passwords are used by approved personnel to access your personal information, providing audit trails to further safeguard the privacy of your personnel information.

**Third-Party Disclosure Restrictions:** All third parties with a business need to access your personal information are required to adhere to stringent privacy policies. Your personal information may be supplied to a third party in order to process a transaction you have authorized or if the disclosure is allowed or required by law, e.g., the exchange of information with reputable reporting agencies in response to a subpoena, in connection with the investigation of fraudulent activity, etc.

**Additional Information:** If you have any questions regarding this Privacy Policy, please contact Global customer service.

#### CUSTOMER SERVICE INFORMATION:

**Web site Address:** [www.globalclientsolutions.com](http://www.globalclientsolutions.com)

**Correspondence Address:** 4500 S. 129<sup>th</sup> E. Avenue, Ste 177  
Tulsa, OK 74134

**Telephone -** (800) 398-7191 **Fax -** (866) 355-8228

**E-mail:** [customersupport@globalclientsolutions.com](mailto:customersupport@globalclientsolutions.com)

**Note:** Deposit instructions will be provided in the Global Welcome Packet for those customers who send in deposits.

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**SPECIAL PURPOSE ACCOUNT AGREEMENT & APPLICATION**

I hereby apply for and agree to establish a non-interest bearing special purpose account (the "Special Purpose Account") to be administered at a bank selected by Global Client Solutions LLC ("Global") for the purpose of accumulating funds to repay my debts in connection with a debt settlement program (your "Program") sponsored by the organization identified below (the "Sponsor"). I understand that this Application is subject to a customer identification program, as required the USA Patriot Act and other applicable laws; and accordingly, I hereby represent that the following information is true and complete to the best of my knowledge and belief. In addition, I understand that I may be required to provide a copy of a driver's license and/or other information from time to time for use in connection with the verification of my identity and the administration of the Account. **Furthermore, I understand that the Special Purpose Account is governed by the terms of this Agreement and that I am bound by all of its terms and conditions.**

**SPECIAL PURPOSE ACCOUNT OWNERSHIP, CONTROL AND USE**

I understand that my Special Purpose Account, when established in accordance with this Application and Special Purpose Account Agreement, will be my sole and exclusive property; that only I (or Authorized Contact, if any) may authorize deposits to and disbursements from my Special Purpose Account; and that I (or Authorized Contact, if any) may withdraw funds from and/or close my Special Purpose Account at any time as provided for in the Agreement. I hereby authorize (a) periodic deposits to be made to my Special Purpose Account pursuant to the authorization provided below and (b) periodic disbursements to be made from my Special Purpose Account pursuant to instructions that I may give from time to time. In this regard, I hereby authorize payment from my Special Purpose Account of the fees and charges provided for in this Application and the Agreement.

**PERMISSION TO SHARE DATA**

I hereby grant permission for the bank selected by Global, Global and the Sponsor to share information regarding my Special Purpose Account and my Program with each other to facilitate the transactions I may initiate that involve my Special Purpose Account, and with any other party that is essential to the administration of my Special Purpose Account and/or my Program. I understand that the Agreement provides additional information relating to privacy.

<b>Applicant: Last Name</b> (Please print clearly)		<b>First Name</b>	<b>MI</b>	<b>Social Security #</b>	<b>Date of Birth (mm/dd/yy)</b>
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Authorized Contact (optional): Last Name</b>		<b>First Name</b>	<b>MI</b>	<b>Social Security #</b>	<b>Date of Birth (mm/dd/yy)</b>
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Mailing Address</b>			<b>City</b>	<b>State</b>	<b>Zip Code</b>
<input type="text"/>			<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Physical Address (if different from mailing address)</b>			<b>City</b>	<b>State</b>	<b>Zip Code</b>
<input type="text"/>			<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Home Phone Number</b>	<b>E-mail Address</b>	<b>Mother's Maiden Name (for future ID purposes)</b>			
<input type="text"/>	<input type="text"/>	<input type="text"/>			
<b>Sponsor</b>		<b>Sponsor's Global Account Number</b>			
<input type="text"/>		<input type="text"/>			
<b>Applicant Signature</b>					<b>Date</b>
<input type="text"/>					<input type="text"/>

**AUTHORIZATION TO DEBIT BANK ACCOUNT**

**Financial Institution Information**

<b>Bank Name</b>	<b>Routing Number<sup>1</sup></b>	<b>Account Number<sup>2</sup></b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Address</b>	<b>City</b>	<b>State Zip Code</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Name (as it appears on check) Authorizing Person's Information**

<input type="text"/>			
<b>Address (as it appears on check)</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

<b>Amount of Debit</b>	<b>Date of Debit</b>
\$ <input type="text"/>	On or after the <input type="text"/> day of each month until further notice

I hereby authorize Global to initiate debit entries to my **checking account** (or  **savings account**) at the financial institution named above (my "Primary Bank Account"), in the amount(s) and on or after the date(s) set forth above, and to debit the same to my Primary Bank Account for the purpose of transferring funds to Applicant's Special Purpose Account. I represent that my Primary Bank Account exists; that I own it; and that I will maintain sufficient funds in it to permit the debits to clear on the applicable dates. I understand that I may incur a charge as set forth in the Schedule of Fees and Charges if any attempted debit is not immediately honored when presented; and that the financial institution providing my Primary Bank Account may also assess a charge if this occurs. In addition, I understand that I may subsequently designate another account for this purpose by contacting Global customer service; that I may also change the corresponding amounts and dates from time to time in that manner; and that the representations I made above about My Primary Bank Account will apply to any other account that I designate.

This authorization shall remain in full force and effect until I give a written termination notice to Global that affords it a reasonable period of time to act on it. Any such notice, and any other written notice that is provided for in this Application and Agreement, shall be sent to Global customer service at the address set forth in the Agreement. In addition, I understand that Global may terminate this authorization by providing me with a written notice at least ten (10) days prior to the actual termination.

<sup>1</sup> Routing Number is the 9-digit number appearing in the bottom left corner of your check.

<sup>2</sup> Account number is to the right of the Routing Number and after the Check Number.

<b>Signature of Person Authorizing Global to Debit Account</b>	<b>Date</b>
<input type="text"/>	<input type="text"/>

**SCHEDULE OF FEES AND CHARGES**

<b>Account Setup</b> (one-time fee)	\$9.00
<b>Monthly Service Charge</b>	\$9.85
<b>Transaction and Other Fees</b>	
Premium Deposit Services	
Wire transfer	\$10.00
<b>Premium Disbursement Services</b>	
Wire transfer	\$15.00
2 <sup>nd</sup> Day Delivery	\$10.00
Overnight delivery	\$20.00
Stop payment order	\$17.50

Active Debt - 2463

**CUSTOMER SERVICE**

Global is the customer service agent for all matters relating to your Special Purpose Account. Any other questions relating to your Program should be addressed to your Sponsor. See the Agreement for the Global payment and correspondence addresses, the address of the Global Web site and the toll-free Global customer service number.

**MONTHLY STATEMENTS**

I prefer to receive my monthly statements:  
 On-line; or  
 Via U.S. mail (monthly statements will be mailed if neither box is checked)

**FOR OFFICE USE ONLY**

<input type="text"/>
<b>GLOBAL CONSUMER ACCOUNT NUMBER</b>
<input type="text"/>
<b>DSC CONSUMER ACCOUNT NUMBER</b>