

GOOD FAITH ESTIMATE & DISCLOSURES

Monthly Payment:	<input type="text"/>	Approximate Savings Needed:	<input type="text"/>
Debt Amount:	<input type="text"/>	Approximate Fees:	<input type="text"/>
Approximate Duration:	<input type="text"/>	Approximate Savings:	<input type="text"/>

These figures are based off past performance of Active Debt Solutions and are not indicative of future negotiation results. While we are confident that we will be able to accomplish these results or better, Active Debt Solutions makes no guarantees of repeat performance.

On behalf of Active Debt Solutions (hereinafter “ADS”), We present this “Good Faith Estimate” and the “Client Retainer Agreement” (hereinafter “Retainer”) which sets forth our mutual understanding concerning the services we will provide in negotiating your unsecured debts with your creditors as well as outlining realistic expectations.

Please understand that the process for negotiating your unsecured debts is risky and will have a long-term negative impact on your credit report. We cannot guarantee that your unsecured debts will be settled. This process involves the non-payment of your monthly payments to your creditors for a period of anywhere from three (3) to twelve (12) months, or more. During that time your funds are held in an FDIC insured bank account in your name and are subject to only the bank fees and success based settlement fees set forth in the agreement. These funds are yours (including interest, if any) and can be withdrawn at any time. ADS does not own or control the company administering the account, or have any affiliation with it; nor do we split fees with the company administering the account.

No payments are made to a creditor until there is a negotiated settlement agreement with such creditor; this is completely different from the debt consolidation process where payments are made monthly to creditors through an agreed-upon plan. You should also be aware that you are still subject to lawsuits by creditors while proceeding with this process and balances **may continue to accrue fees and interest, which will increase the amount owed.**

As a result of nonpayment to your creditors, collection calls may begin or continue. Client agrees to maintain call logs and creditor correspondence and submit weekly via fax, email or postal mail. Certain telephone calls made by debt collectors violate federal and state law so it is extremely important to maintain call logs and creditor/collector correspondence.

Our fee to negotiate your unsecured debt is twenty five percent (25%) of what we save you; however, to your benefit, the fee is calculated using the balance at time of enrollment and not the balance at time of settlement, as balances may increase due to late charges and collection fees.

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Client must understand the consequences of not making timely accumulation drafts into his/her FDIC Insured bank account; continual missed drafts will result in little or no accumulation which will prolong the settlement process and increase the possibility of legal action and subsequently terminated as a client.

It is ADS's policy to extend initial offers to your creditors at such time that 35% of the balance has been accumulated. This will differ depending on the creditor as some approve more favorable settlements and others are more difficult. The anticipated time frame to settle your first debt is approximately five (5) to eight (8) months. Factors that may affect these time estimates include, but are not limited to, timely monthly drafts by client, dollar amount of monthly drafts, the creditor's willingness to settle, the amount of debt, the amount accumulated, and pending litigation.

You have already provided information about your financial situation and reviewed other legal options available to you which include the filing for bankruptcy or the negotiation of a debt consolidation plan. If you have any doubts about proceeding with this debt negotiation process, we will be happy to refer you to an unaffiliated licensed credit-counseling agency or a Bankruptcy attorney.

Initial: (_____)

**Customer Service: 866-720-7483
Customer Service FAX: 888-774-4271**

110E. Atlantic Ave - Suite 250 * Delray Beach, FL 33444

ACTIVE DEBT SOLUTIONS

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This Agreement is being entered on this ____ day of _____, 2010, by and between _____, whose address is: _____, _____, _____ (hereafter known as "Client"), and Active Debt Solutions ("ADS") with an office address of 110 E. Atlantic Ave – Suite 250, Delray Beach, FL 33444

1. PURPOSE OF THIS AGREEMENT

The Client enters into this Agreement with ADS for the purpose of attempting to negotiate settlements or compromises with the Client's creditors of unsecured debts (the "Engagement"). Client agrees and acknowledges that the services shall be provided by ADS, its employees, consultant attorneys licensed in the client's state of residence and other service providers.

ADS agrees to provide negotiating services to and on behalf of the Client under the terms and conditions of this Agreement. These services may include the establishment of a payment plan and an account (the "Client Settlement Account") with a third party financial institution for the purpose of facilitating the Client in accruing his/her capital to fund settlements and negotiate a reduction of Client's unsecured debt. **Such capital shall be held in an FDIC Insured Bank account, in the Clients name and belong to the Client and not ADS,** which ADS will help administer.

ADS shall respond promptly to creditor inquiries and communications and will provide a Payment Schedule, an ACH Payment Transfer Schedule, Limited Power of Attorney, a List of Creditors included in this Engagement, along with additional pertinent information. Each of the Client's unsecured debts (a "CREDITOR CLAIM") shall be identified in writing upon executing this Agreement. ADS will advise Client of all good faith offers made by the creditors and debt collectors. ADS will not accept any offer or settle any account without informing the Client; however, ADS, acting in the best interest of the Client and at its own discretion can accept or decline offers without the need for approval, verbal or written.

No representations are made, and there are no guarantees (written or implied) that any plan of negotiation or financial workout or settlement will succeed or produce any specific desired result. ADS makes no guarantees or predictions as to the outcome of its services, but ADS may give an opinion about possible results based off of previous results. By signing this Agreement, Client acknowledges that ADS has made no such guarantee, warranty or prediction about the subject of this Agreement or the Engagement. Client acknowledges that each case is unique and individual results may vary. The ability of ADS to negotiate a settlement of Client's applicable unsecured debts is conditioned upon the cooperation of Client's creditors, and ADS makes no representation, guarantee, warranty or prediction as to how well any creditor will cooperate with ADS or be amenable to a negotiated settlement.

ADS is providing negotiation services only and the Engagement does not include representation for any litigation, lawsuit or other similar proceeding.

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FEES AND EXPENSES

- A. By signing this Agreement, the Client authorizes ADS to issue drafts or monthly automatic deductions against the Client Settlement Account for any and all amounts detailed in this section when due. Client further directs the PROGRAM BANK to honor/post these drafts or monthly automatic deductions against Client's **account**.
- B. **BANK FEE:** A one-time set up fee of \$9.00 is assessed by Global Client Solutions and a monthly BANK FEE of \$9.85 is assessed by Global Client Solutions from the Client Settlement Account and is subject to change without notice.
- C. **SETTLEMENT FEE:** ADS earns a SETTLEMENT FEE of twenty five percent (25%) of the amount by which each creditor claim is reduced and settled, immediately upon such settlement. The SETTLEMENT FEE will be based on the amount due at the time of enrollment and not the balance at settlement.

2. RESPONSIBILITIES OF CLIENT: The Client agrees to:

- A. Provide ADS with relevant records regarding CREDITOR CLAIMS and any information regarding Client's ability or inability to pay said CREDITOR CLAIMS in a timely manner as requested by ADS, its agents or representatives.
- B. Deliver any court documents that Client receives (via fax, email or postal) within 48 hours of receipt AND confirm that ADS has received said documents.
- C. Client understands that once represented by ADS, creditors and collection firms should now contact ADS directly. However, if collection activity persists, Client agrees to log calls, specifically: the creditor/collectors name, company name, phone number (including extension), the date and time of each call and how the call affected you. ADS will forward call logs to an attorney in your state with extensive knowledge of Consumer Protection Laws including but not limited to FDCPA, TILA violations. Through a separate agreement, if client agrees; the attorney will defend client against any violations. Call logs MUST be sent to ADS on a weekly basis to ensure that the Client's rights are not violated, ADS will forward all call logs to Clients attorneys. Client **understands and acknowledges** that keeping call logs is vital to the success of the program.
- D. Accept and/or return all telephone calls from ADS, its agents or representatives, within 48 hours.
- E. Provide ADS with changes to Client contact information, including changes to home or work address and/or phone or fax numbers **immediately**. By signing this Agreement, Client agrees to be available to ADS during negotiations so that ADS may respond to Creditor requests and response deadlines.
- F. Maintain the MONTHLY DEPOSIT COMMITMENT that is specified in the Client AGREEMENT and contact ADS **immediately** regarding delay or discontinuance of the MONTHLY DEPOSIT COMMITMENT.
- G. Limit Creditor communication and not discuss a CREDITOR CLAIM with the Creditor or any Debt Collector. Client understands active communication hinders ADS's ability to obtain favorable settlements and should notify creditor(s)/debt collector(s) that he/she is represented by an attorney (Group). Client agrees to inform Group weekly with details of any and all contact or attempted contact by creditors.

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NEGOTIATION SERVICES

H. DIRECT PAYMENT OR NEGOTIATED SETTLEMENT OF ANY CREDITOR CLAIMS INCLUDED IN PROGRAM WILL NOT BE MADE BY THE CLIENT OR ANY THIRD PARTY (OTHER THAN ADS). IN THE EVENT THE CLIENT NEGOTIATES THE SETTLEMENT OF A CREDITOR CLAIM THE CLIENT WILL BE OBLIGATED TO PAY ADS THE SETTLEMENT FEE AS DEFINED HEREIN. INITIAL ()

I. Client is advised to include all of their unsecured debts in the negotiation process and this Engagement; negotiations with creditors are hindered if creditors are aware that other debts are current.

J. It is the responsibility of the client to fax the summons and complaint to ADS immediately upon receipt, but no later than fourteen (14) days prior to the return date (return date is located on the summons and first page of the complaint). If the client mails the summons and complaint, both must be received by ADS fourteen (14) days prior to the return date. Fax and scanned emailed documents are acceptable. Client must call to confirm receipt of all documents sent regardless of manner or type. If client fails to send the summons and complaint within the above-required timeline, the client will be responsible to respond to the lawsuit. ADS will, however, try to negotiate a settlement on the summoned account.

3. TERMINATION:

Client: may rescind this agreement at any time by sending a notice of termination, in writing to ADS. Despite receipt of a notice of termination, ADS may complete negotiations to settle any CREDITOR CLAIM already in process. ADS shall be deemed to have earned a SETTLEMENT FEE upon the settlement (by any means) of any such CREDITOR CLAIM. The funds remaining in the Client Settlement Account, after the payment of all FEES deemed earned by ADS, will be returned directly to the CLIENT(s) by the PROGRAM BANK.

ADS: may cancel this agreement if Client breaches any of the terms of this contract. Breaches include, but are not limited to:

- a) Client failing to make 3 or more accumulation drafts.
- b) Client misrepresents or fails to disclose any material detail relating to the "List of Accounts".
- c) Client interferes with negotiations or settles a debt on his/her own.

The debts that Client wishes to enroll for ADS to negotiate are listed on the attached "List of Creditors" or Addendum "A". This agreement applies to those creditors and those creditors only. ADS does not represent Client for all or any other debts that Client has not listed. ADS also excludes creditors that are a part of any pending or on-going litigation or any litigation that starts within 90 days of the 1st accumulation draft. ADS reserves the right to exclude any listed creditors that do not qualify under the terms of this agreement.

4. HOLD HARMLESS:

Client agrees to hold ADS, its authorized agents, officers, partners, employees, and affiliates harmless from and against any liability or damage arising from the performance of their duties under this Agreement, including, but not limited to, suits, garnishments, levies, repossessions, or the like. ADS shall in no event be liable for any incidental, special (including, but not limited to, loss of use or lost profits), exemplary or punitive damages, whether foreseeable or not, occasioned by ADS's failure to perform hereunder, delay in its performance or any other cause, except as may arise as a result of ADS's malpractice, gross negligence or willful misconduct.

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5. DISPUTES:

Client agrees that any dispute between or among the parties shall be made pursuant to Florida Law, a written explanation of which shall be provided to Client with this Agreement.

6. NEGATIVE IMPACTS TO CLIENT:

Client specifically acknowledges and understands that the negotiation process set forth in this Agreement means that the Client will not make monthly payments due to creditors for a period of time typically in excess of six (6) months in an effort to obtain the creditor's acceptance of reduced payment in complete settlement of the balance due. While the Client may ultimately obtain the benefit of a reduction in the balance(s) due, CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT NON-PAYMENT OF MINIMUM PAYMENTS TO CREDITORS SHALL DAMAGE CLIENT'S CREDIT RATING AND WILL RESULT IN THE TRANSMITTAL OF NEGATIVE AND DEROGATORY CREDIT INFORMATION TO THE MAJOR CREDIT REPORTING AGENCIES. Therefore, Client hereby agrees to waive any claims against ADS and shall hold ADS, its principals, employees and agents, harmless for all claims related to such damage to Client's credit and Client acknowledges that such waiver is a condition to ADS accepting the Engagement, the absence of which would result in ADS's refusal of the Engagement. Client acknowledges (1) that Client's creditors may require Client to surrender credit cards and/or may reserve the right to close any account in the Program, (2) that ADS does not provide financial planning, investment advice or tax advice, does not make any advances of money or loan money to Client or on Client's behalf, does not provide or engage in credit repair or undertake to eliminate negative entries in Client's credit report, and has no relationship with any creditor, and (3) ADS has no responsibility for any past, present, or future credit ratings assigned to Client by creditors.

7. ELECTRONIC PAYMENT AUTHORIZATION AND MONEY ORDERS:

Client authorizes ADS to deduct all payments due under the Payment Schedule, including all settlement funding, ADS's fees, disbursements, service fees or other applicable charges, via Electronic Payment Authorization from Client's checking or savings account. ADS requires a minimum notice of three (3) business days to change any scheduled electronic fund transfers from Client's bank account. Client reserves the right to send accumulation funds by Checks or Money Orders and should be made payable to GLOBAL CLIENT SOLUTIONS and mailed to Global Client Solutions – PO Box 61029 Colorado Springs, CO 80960-1029.

8. AUTHORIZATION

I hereby engage ADS pursuant to the terms of this Agreement. I authorize ADS and its authorized agents to manage the processing of my account during the term of this Agreement. By signing this Authorization, I hereby acknowledge that I have read the Agreement and accept and consent to all of the terms set forth in the Agreement. This Agreement shall not be deemed effective until it is received by ADS, signed and dated.

Client Signature: _____

Co-App Signature _____

Client Name: _____

Co-App Name: _____

Date: _____

Date: _____

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Name:		Phone 1:	
Spouse:		Phone 2:	
Address:			
City:		State:	Zip:
Dependents in Household:		E-Mail Address:	
Social Security: #			
(Spouse) Social Security: #			
Expenses		Total Net Income	
Rent Payment \$_____ Insurance: Life \$_____		Applicant \$_____	
Mortgage Payment \$_____ Auto \$_____		Co-Applicant \$_____	
Automobile: Payments \$_____ Home \$_____		Retirement \$_____	
Gasoline/Oil \$_____ Medical \$_____		Social Security \$_____	
Household (grocery) \$_____ Medical Expenses \$_____		Child Support Income \$_____	
Utilities: Gas \$_____ Child Support \$_____		Estimated ADS Min Payment	
Electric/Cable \$_____ Childcare/Daycare \$_____		Available Balance \$_____	
Water/Sewage \$_____ Misc./Charities \$_____		\$_____	
Phone/Cellular \$_____		Total Income \$_____	
Total Monthly Expense \$_____			

REASON FOR DEBT MANAGEMENT PROGRAM: (MUST CHECK MOST APPROPRIATE)

() Poor management () Divorce () Death in family () Reduced income () Medical/Disability ()
Other: _____

Balance of Unsecured Debt \$_____ Regular Monthly Payments \$_____

Balance of ALL Secured Debt \$_____ Est. Assets \$_____ Est. Liabilities \$_____

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LIMITED POWER OF ATTORNEY - AUTHORIZATION FORM

CLIENT: _____ SS#: _____

DATE OF BIRTH: _____

CLIENT #2 (if applicable): _____ SS#: _____

DATE OF BIRTH: _____

Hereby appoint Active Debt Solutions of 110 E. Atlantic Ave – Suite 250 – Delray Beach, FL 33444 as my attorney in fact (“Agent”).

My Agent shall have full power to act on my behalf but only to the extent permitted by this Special Power of Attorney. My Agent’s power shall include the power to mediate and arbitrate my existing unsecured consumer debt as outlined in the Agreement. I (we) grant my agent the specific powers to:

1. Receive and discuss information regarding my account balances;
2. Review my account history;
3. Receive all information, confidential or otherwise, that will allow my Agent to arbitrate my debt or consummate an accord and satisfaction on my behalf, including but not limited to all credit bureau reports;
4. Make good faith settlement offers on my behalf.

I (we) hereby grant to my Agent the full right, power and authority to do every act, deed and thing necessary or advisable to be done regarding the above as fully as I could do it personally present and acting. **Please cease and desist all telephone calls to me regarding this account. Please direct all verbal and written (including statements) communication to Active Debt Solutions. Their contact number is 1-866-720-7483.**

This Limited Power of Attorney shall commence immediately and shall continue until the debt has been settled, or I (we) have provided written notice to the Agent canceling this Power of Attorney, whichever is sooner.

I (we) authorize ADS to release this Limited Power of Attorney to my creditors.

Client Signature *Date*

Social Security Number

Co-Client Signature *Date*

Social Security Number

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PROGRAM QUESTIONNAIRE

This Questionnaire is designed to make sure that you understand how the ADS Debt Settlement Program works and what the Program can and cannot do for you. Please read all of the questions carefully and be sure to mark your answer in the "Yes" or "No" box next to each question.

Y N

- 1. Is your name, address and contact information correct?**
- 2. Is the Creditor information complete and accurate?**
- 3. Did you read and agree to the terms and conditions of the ADS agreement ?**
- 4. Have you enrolled all of your credit cards into the ADS program?**
- 5. Do you understand that it may take several months for your creditors to stop calling you and calls may not stop right away?**
- 6. Do you understand that the Active Debt Solutions Debt Settlement Program cannot stop your creditors from filing lawsuits to collect your debt?**
- 7. Do you understand that the ADS Debt Settlement Program is not a loan program and that Active Debt Solutions does not lend or advance money to pay your creditors?**
- 8. Do you understand that the ADS Debt Settlement Program is not a Consumer Credit Counseling program and that Active Debt Solutions does not make monthly payments to your creditors?**
- 9. Do you understand that Active Debt Solutions is not a law firm and does not offer legal advice or legal services of any kind?**
- 10. Do you understand that your credit rating will be hurt while you are in the Program?**
- 11. Do you understand that your creditors are paid one at a time and settlements may be made either through multiple payments or a lump sum settlement arrangement?**

Client Signature Date

Co-Client Signature Date

Print Name

Print Name

**Customer Service: 866-720-7483
Customer Service FAX: 888-774-4271**

110E. Atlantic Ave - Suite 250 * Delray Beach, FL 33444

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS AGREEMENT FOR ANY REASON by notifying us in writing within **SEVEN (7)** days after the date this Client Agreement is signed. If you cancel, any payment made by you under this Client Agreement will be refunded. To cancel this Agreement, mail, fax or deliver a signed and dated copy of this Notice of Cancellation, or any other written notice to:

Active Debt Solutions, **Attn. Client Services, 110 E. Atlantic Ave – Suite 250 – Delray Beach, FL 33444** OR
by fax - **(561) 634-2067**

I/We hereby cancel my/our Client Agreement:

Applicant Print Name _____

Applicant Signature _____

Date: ____ / ____ / ____

Co-Applicant Print Name _____

Co-Applicant Signature _____

Date: ____ / ____ / ____

Cancellation Reason: _____

FAX COVER SHEET

TO: _____ Fax Number: 561-634-2067 (OR) 888-774-4271

FROM: _____ Fax Number: _____

DATE: _____ Number of Pages: _____

RE: Active Debt Solutions Enrollment Agreement