

Document Checklist



Please review the below list prior to sending this packet to your Debt Analyst to ensure all of your documents are completed and signed. We look forward to working with you!

	Page Title	Page #	Initial Req'd
<input type="checkbox"/>	Attached Voided Check	1	
<input type="checkbox"/>	Enrollment Application	2	
<input type="checkbox"/>	Authorization to Settle Debt	3	
<input type="checkbox"/>	Debt Settlement Agreement	4-7	
<input type="checkbox"/>	Letter of Financial Hardship	8	
<input type="checkbox"/>	Program Verification Form	9	
<input type="checkbox"/>	Exhibit A: List of Program Debt	10-11	
<input type="checkbox"/>	Pre-Authorization Settlement Form	12	
<input type="checkbox"/>	Income and Expense Worksheet	13	
<input type="checkbox"/>	Adhering to Your Saving's Schedule	14	
<input type="checkbox"/>	TASC Disclosure Statement	15	
<input type="checkbox"/>	NoteWorld Servicing Center Sign-up Agreement/Privacy Policy	16-18	
<input type="checkbox"/>	Exhibit B: Program Plan	N/A	

Please use the box below to attach a copy of a voided check or deposit slip for the bank account that will be used to debit your monthly savings draft.

Your bank branch can provide a savings deposit slip if necessary.

**ATTACH VOIDED CHECK OR
SAVINGS DEPOSIT SLIP HERE**

Bank Routing #:		Bank Account #:	
-----------------	--	-----------------	--

Enrollment Application

Applicant Information

First Name: _____ Middle Initial: _____ Last Name: _____
Additional Name(s) Used: _____
Street Address: _____ Apartment/Unit #: _____
City: _____ State: _____ Zip: _____
How long have you lived at your current address? Years: _____ Months: _____

Please indicate your preferred method of telephone contact by checking off one of the boxes below:

Home Phone: _____ Work Phone: _____
 Cell Phone: _____ Fax: _____

Date of Birth: _____ Driver's License #: _____ State: _____
Social Security #: _____ E-mail Address: _____

Employer Name: _____ Current Occupation: _____
Length of Employment: Years: _____ Months: _____ Gross Annual Income: _____

Co-Applicant Information

First Name: _____ Middle Initial: _____ Last Name: _____
Additional Name(s) Used: _____
Street Address: _____ Apartment/Unit #: _____
City: _____ State: _____ Zip: _____
How long have you lived at your current address? Years: _____ Months: _____

Please indicate your preferred method of telephone contact by checking off one of the boxes below:

Home Phone: _____ Work Phone: _____
 Cell Phone: _____ Fax: _____

Date of Birth: _____ Driver's License #: _____ State: _____
Social Security #: _____ E-mail Address: _____

Employer Name: _____ Current Occupation: _____
Length of Employment: Years: _____ Months: _____ Gross Annual Income: _____

I certify under penalty of perjury that the information provided in this Enrollment Application is true and correct.

Applicant Signature

Date

Co-Applicant Signature

Date

Authorization Letter for West Oak Settlement to Communicate with Creditors and Collection Agencies

I/We, _____ expressly grant permission to West Oak Settlement and its agents and representatives, solely for the purpose of West Oak Settlement to perform its obligations under the Debt Settlement Agreement, to perform the following actions on my/our behalf.

I instruct and authorize West Oak Settlement, and request that recipient comply with such instructions:

1. To communicate with banks, creditors, financial institutions, collection agencies, or their agents and assigns, and all other entities and individuals involved with my/our debts and credit issues.
2. To obtain records, debt validations, and support for the debts allegedly owed by the undersigned. West Oak Settlement is authorized to request and receive confidential credit and account information from creditors, credit reporting agencies, collectors and other third parties involved with my/our debt and credit issues.
3. To communicate, validate, negotiate and settle my/our debts, with all settlements subject to my/our final approval.

I further authorize West Oak Settlement, to release a copy of this Authorization Letter to any of the above-described parties.

Be advised that West Oak Settlement is not authorized to accept service on my/our behalf.

Executed this _____ day of _____, 20_____

Applicant Printed Name

Applicant Social Security Number

Applicant Signature

Date

Co-Applicant Printed Name

Co-Applicant Social Security Number

Co-Applicant Signature

Date

Debt Settlement Agreement

This debt settlement agreement ("Agreement") is made this _____ day of _____ 20____ between **West Oak Settlement** located at **1329 East Thousand Oaks Blvd, Suite 126, Thousand Oaks, CA 91360**, ("Company") and _____, ("Client(s)"). The parties agree as follows:

1. **SERVICES.** Company agrees to provide debt settlement services to Client under the terms and conditions of this Agreement (the "Service"). The Service consists of the following:

Negotiations and settlement with creditors of unsecured debt on behalf of client;

Company will use commercially reasonable efforts to reduce the principal balance of debt enrolled into the program;

Company will timely respond to all Client inquiries;

Company will keep confidential the personal financial information provided by Client, except as is necessary to provide the Service;

Company shall not execute the Agreement until Client has been accepted into the program. A Client may not be accepted for a number of reasons, including certain creditors holding the debt, extent of financial hardship, type of debt, inability to generate sufficient savings, and number of months to complete the program.

2. **CLIENT OBLIGATIONS.** Client will perform the following obligations:

- (a) **Additional Debtor, Co-Signer or Guarantor.**

Client shall inform Company of any additional debtor, co-signer or guarantor of any of the Program Debt. Client is responsible for notifying such additional debtor, co-signer or guarantor.

- (b) **Program Debts.**

Prior to execution, Client provided a list of all unsecured debts along with the name of the creditor, account number and outstanding balance that he or she wants Company to attempt to settle. This list of unsecured debts shall have the current account balance within the last fifteen days. Company and Client will use this information to develop a mutually agreeable list of debts (the "Program Debt"). Company has the right in its sole discretion to exclude certain debts. The Program Debt is attached to this Agreement as Exhibit A. Debts added to the Program Debt after signing this Agreement will be subject to additional fees. All information provided by Client must be truthful and accurate. Company is under no obligation to verify information supplied by Client. Based on the amount of the Program Debt, Company will calculate the Service Fee (defined below) and then generate a Program Plan that outlines all monies payable during the program, including Service Fees and funds set aside for savings. The Program Plan is attached as Exhibit B. Client will review and approve this schedule prior to execution of this Agreement.

- (c) **Creditor Communication.**

Client will forward all correspondence from creditors to Company, including collection letters. If creditor(s) telephone Client, Client will not discuss his or her financial situation with creditors or discuss settlement. If the creditor continues to make contact, Client will contact Company and provide creditor's name, telephone number, name of contact person and the date of contact.

- (d) **Communication with Company.**

Client will timely respond to all calls and requests for documentation from Company and will promptly advise Company of any change in contact information including mailing address, phone number(s) and email address.

- (e) **Settlement Reserves.**

Based on the amount Client agreed to set aside for savings, the number of months funds are to be set aside, Company will develop and Client will follow the Savings Schedule, attached to the Program Guide as Exhibit C. Exhibit C will supersede Exhibit B. This schedule outlines all funds required for payment of Service Fees and settlement reserves and the timing of each payment. **Client acknowledges that the success of the program rests with setting aside funds for settlement.** Client may assemble the settlement reserves by establishing a trust account on Client's behalf with NoteWorld or a savings account with a financial institution

chosen by Client. These accounts are in the name, in the sole control and for the exclusive benefit of Client. If Client has established an account with NoteWorld, funds to create settlement reserves will be drafted by NoteWorld via EFT. Be advised that NoteWorld shall require payment of certain fees to establish and maintain the account and for other specified services. A portion of these fees will be retained by Company to process the account transfers.

- (f) **Client shall make no further charges to any account listed on the Program Debt.**

If Client incurs additional charges on an account listed on the Program Debt, Company has the right to terminate the Agreement.

- (g) **Monthly Drafts.**

Client shall make all drafts in accordance with the Savings Schedule. Client acknowledges that any rejected or delayed drafts will result in a fee payable to Company: \$25 fee for each NSF; \$25 fee for each draft reschedule. **No draft reschedule shall be authorized within 5 days of the draft date.**

3. COMPENSATION. In consideration for the Service provided by Company, Client shall pay to Company a Service Fee equal to 17% of the Program Debt ("Service Fee"). If the amount of the Program Debt proves inaccurate, Company reserves the right to adjust the Service Fee accordingly. **The Service Fee and Maintenance Fee will be paid in accordance with the Program Plan and the Savings Schedule.** All Service Fees and Maintenance Fees owed to Company will be paid via EFT. The execution of this Agreement represents the consent of the Client to allow Company to draft by EFT the Service Fees and Maintenance Fees from either the savings account or the NoteWorld account established by Client. The Service Fee and Maintenance Fee are earned when such fees are paid. Client is entitled to a refund for failure to perform the Services following written request for a refund and verification of the failure.

- (a) If a Client removes an account from the program before Service Fees are paid in full, 50% of the Service Fee for the account removed will be credited to the unpaid Service Fee.

4. SETTLEMENT PROCESS. Company will advise Client of all good faith offers made by creditors and debt collectors, and of their acceptance of any offers made by Company on behalf of Client. Company will not settle any account without the approval of Client, who has absolute discretion to accept or reject any settlement offer. Client authorizes Company to contact NoteWorld to verify if sufficient funds are available to make an approved settlement and to provide instructions to facilitate the authorized settlement. If Client has established an account with a financial institution, Client will provide the appropriate instructions or make arrangement for the payment in accordance with the agreed upon settlement or authorize Company to make arrangements. Company may negotiate a term settlement on Client's behalf. This is a settlement in which the Company negotiates a settlement and Client makes payments to the creditor over time. Once any settlement is negotiated and approved and arrangement for payment is made, Company considers an account settled and will take no further action. If Client fails to meet the conditions of a settlement, Company will assume no responsibility or liability for Client's failure to comply with the terms of the settlement agreement.

- (a) By this Agreement, Client provides authorization for Company to settle any accounts with an **offer less than or equal to 50% of the current or original balance**. This authorizes Company to arrange payment from Client's trust account to creditor without written approval and/or recorded settlement authorization. Any settlement offers made above 50% must receive additional written or verbal authorization from Client.
- (b) In the event Client wishes to settle all Program Debt before the designated completion date, Client must pay the Service Fee in full when settling the accounts.
- (c) In the event a settlement offer is reached and Client does not have required reserves available (as per the Savings Schedule), Company will provide a warning. If Client is not in compliance with the Savings Schedule twice, this Agreement may be terminated. In this event, no Service Fees will be refunded.

5. SUMMARY OF ACCOUNT. Company will provide Client with online access to view their account activity on a daily basis on the Company web-site. Company will provide Client with a username and password after enrollment period is complete.

6. TERM. This Agreement will terminate upon settlement of all accounts listed in the Program Debt or upon termination by either party as provided below. Client has a limited right of rescission, as provided for below.

7. ACKNOWLEDGMENTS AND DISCLAIMERS. Client acknowledges and agrees that:

- (a) The outcome of the Service and the amount of the reduction of the Program Debt is uncertain and cannot be guaranteed. Client understands that each situation is unique and that results will vary. Company cannot force creditors to negotiate or settle. If Client's debts are settled sooner than as listed on the Program Plan, the accounts may settle at a higher percentage than typical. Balance transfers, cash advances and accounts that are subject to pending litigation or judgment status will settle at higher percentages.
- (b) Creditors may continue collection efforts while enrolled in the program, including initiating legal action. In the event a creditor or debt collector pursues legal remedies against Client, neither this Agreement nor the Service includes legal representation. Company cannot stop these collection efforts, absent a settlement of the account.
- (c) The enrollment of debts in this program will have an adverse effect on Client's credit rating and Company is not responsible for the actions of the creditors in response to settlement efforts. The Service does not include the modification, correction or improvement of Client's credit reports. Company cannot guarantee how credit reporting agencies will report a settlement. Upon settlement of an account, Company will send proof of settlement to Client, who may forward it to credit reporting agencies.
- (d) If Client fails to make the minimum monthly payments to creditors while participating in the program, the account will likely incur late fees, interest and other penalties and the account balance will increase.
- (e) The Service does not include any tax representation, such as audit and verification, debt retirement, or Internal Revenue Service offer and compromise.
- (f) The discharge of indebtedness in excess of \$600.00 is considered taxable income, which may be reported by a creditor; Client should seek the advice of a tax professional.
- (g) All inbound and outbound calls between Company and Client may be recorded for quality assurance.
- (h) Company may contact Client by various forms of communication, including text messaging and voice messages. Please initial the line if you would like to opt out of receiving updates and reminders from Company by text message. _____

8. TERMINATION AND CANCELLATION POLICY. CLIENT MAY TERMINATE AND CANCEL THIS AGREEMENT UPON 5 DAY WRITTEN NOTICE TO COMPANY FOR ANY REASON. COMPANY MAY TERMINATE THIS AGREEMENT ON 5 DAY WRITTEN NOTICE TO CLIENT IF CLIENT FAILS TO PROMPTLY RETURN DOCUMENTS, FAILS TO PROMPTLY RESPOND TO COMMUNICATIONS FROM COMPANY, FAILS TO SET ASIDE MONEY IN ACCORDANCE WITH THE SAVINGS SCHEDULE OR BREACHS ANY OTHER PROVISION OF THIS AGREEMENT. UPON TERMINATION, ALL POWERS OF ATTORNEY GRANTED TO COMPANY ARE REVOKED.

9. ASSIGNMENT. Company may assign the Services to be provided under this Agreement to any qualified third party in its discretion without the prior consent or notification of Client.

10. LIMITATION ON REMEDY AND DAMAGES.

- (a) Limitation of Remedy. DESPITE ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR OTHERWISE, NEITHER PARTY WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF THAT PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. THE LIMITATIONS OF THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- (b) Maximum Liability. DESPITE ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR OTHERWISE, IN NO EVENT WILL EITHER PARTY'S LIABILITY FOR ANY DAMAGES TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVER EXCEED THE FEES PAID BY CLIENT TO COMPANY UNDER THIS AGREEMENT. THE LIMITATIONS OF THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. ARBITRATION. All disputes or claims between the parties related to this Agreement shall be submitted to binding arbitration in accordance with the rules of American Arbitration Association within 30 days from the dispute date or claim. Any arbitration proceedings brought by Client shall take place in Orange County, California. Judgment upon the decision of the arbitrator may be entered into any court having jurisdiction thereof. The prevailing party in any action or proceeding related to this Agreement shall be entitled to recover reasonable legal fees and costs, including attorney's fees which may be incurred.

- 12. **CHOICE OF LAW.** The laws of the State of California will govern this agreement without regard to the conflict of laws provisions thereof.
- 13. **INTEGRATION.** This Agreement and the Schedule are the complete and exclusive statement of the agreement and supersedes any proposal, prior agreement, oral or written, and any other communications relating to the settlement of debt.
- 14. **AMENDMENT.** This Agreement may not be changed, amended, terminated, rescinded or discharged, except by a writing document executed by the parties hereto and no waiver of any of the provisions or conditions of this Agreement or any of the rights of a party hereto shall be effective or binding unless such waiver shall be in writing and signed by the party claimed to have given such waiver.
- 15. **SEVERABILITY.** If any of the above provisions are held to be invalid or unenforceable, the remaining provisions will not be affected.

NOTICE OF RIGHT TO RESCIND OR CANCEL: CLIENT MAY RESCIND OR CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION AT ANY TIME BEFORE MIDNIGHT OF THE FIFTH BUSINESS DAY AFTER CLIENT HAS SIGNED THE AGREEMENT. IN ORDER TO RESCIND OR CANCEL, CLIENT MUST PROVIDE TIMELY WRITTEN NOTICE TO COMPANY.

<i>Applicant Printed Name</i>	<i>Applicant Signature</i>	<i>Date</i>
-------------------------------	----------------------------	-------------

<i>Co-Applicant Printed Name</i>	<i>Co-Applicant Signature</i>	<i>Date</i>
----------------------------------	-------------------------------	-------------

Letter of Financial Hardship

First and Last Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Financial Hardship:

- | | | | | |
|----------------------------------|--|---|---|--|
| <input type="checkbox"/> Divorce | <input type="checkbox"/> Lay off | <input type="checkbox"/> Medical | <input type="checkbox"/> Disability | <input type="checkbox"/> Personal Injury |
| <input type="checkbox"/> Pay cut | <input type="checkbox"/> Temporary loss of job | <input type="checkbox"/> Company Slowdown | <input type="checkbox"/> Loss of financial provider | |
| <input type="checkbox"/> Other: | _____ | | | |

Signature

Date

Program Verification Form

This document is to verify your conversation with your West Oak Settlement consultant, and that you fully understand the items listed below. Please indicate your understanding by *signing your initials on the lines at the end of each statement*.

1. I/we understand West Oak Settlement will not be making payments on my/our behalf to my/our creditors. The savings that I/we set aside will be held until funds have accumulated to settle my/our accounts. _____
2. I/we understand that this program will have a negative effect on my/our credit. _____
3. I/we understand that I/we cannot charge on any of the accounts I/we have included in the program, since these accounts will be closed. _____
4. I/we understand that if I/we keep a credit card for emergency purposes, it cannot be linked to any accounts included in the program. _____
5. I/we understand that I/we cannot have any credit cards, loans or debts outside of the program, which are related to an account that is included in the program. _____
6. I/we understand that I/we cannot have any bank accounts (checking, savings, etc) with banks that are also creditors I/we have placed in the program. _____
7. I/We acknowledge that a service fee is payable to West Oak Settlement. I/We acknowledge that I/We have agreed to pay the amounts on the dates listed in the Savings Schedule. I/We acknowledge that a portion of each monthly draft is paid to West Oak Settlement, as outlined in the Program Plan, to satisfy the Service Fee until the Service Fee is paid. I/We acknowledge that a monthly Maintenance Fee is payable to West Oak Settlement as outlined in the Program Plan beginning on the date designated in the Savings Schedule. I/We acknowledge that certain amounts drafted from my/our account monthly will accumulate in my/our reserve account, as outlined in the Savings Schedule, to be used to settle enrolled debts.

8. I/we understand that creditor interest fees and late fees will continue to accumulate. However, final settlement percentages are based on the original debt enrolled into the program. _____
9. I/we understand that I/we may receive a summons and/or arbitration notice as part of the settlement process. I/we agree to notify West Oak Settlement immediately and work with my/our account manager through this process should it occur. I/we further understand that West Oak Settlement is not a legal firm and does not provide legal representation. _____
10. I/we will be receiving a Welcome Packet within 7-10 business days of our enrollment. West Oak Settlement does not deliver Welcome Packets to P.O Boxes. There is no reason that I/we would not be able to receive the Welcome Packet based on the terms stated above. _____

Applicant Printed Name

Applicant Signature

Date

Co-Applicant Printed Name

Co-Applicant Signature

Date

Program Debt

In the table below, please list the creditors you wish to enroll into your debt settlement program. Remember, you must attach the most current or up-to-date statement for each account listed. If your account is currently in collections, a payoff letter must be obtained from the collection agency indicating the most current balance and the original account number for that account.

	Creditor Name	Account Number	Current Balance	Date of Statement	Days Past Due
1					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
2					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
3					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
4					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
5					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
6					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
7					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
8					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
9					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
10					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
11					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
12					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
13					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				

If you need additional lines, please use the sheet on the next page.

Program Debt (continued)

Please use the sheet below to add additional creditors if necessary.

	Creditor Name	Account Number	Current Balance	Date of Statement	Days Past Due
14					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
15					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
16					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
17					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
18					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
19					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
20					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
21					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
22					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
23					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
24					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
25					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				
26					
	Account Holder: <input type="checkbox"/> Applicant <input type="checkbox"/> Co-applicant <input type="checkbox"/> Joint				

Total Debt Enrolled: \$

Pre-Authorization Settlement Form

I/we, _____, authorize West Oak Settlement to settle any accounts with an **offer less than or equal to 50% of the current or original balance**. This authorizes West Oak Settlement to arrange payment from my/our trust account to creditor without written approval and/or recorded settlement authorization. Any settlement offers made above 50% must receive my/our written and/or recorded authorization.

Applicant Printed Name

Applicant Signature

Date

Co-Applicant Printed Name

Co-Applicant Signature

Date

Income and Expense Worksheet

MONTHLY INCOME	
Monthly Combined Household Income (Net)*:	
Other Income (alimony, child support, etc.):	
<i>Net Income Total:</i>	

**Monthly Combined Household Income includes applicant, co-applicant, spouse, partner, or any other contributor to the overall household net income, regardless of the names listed on the enrolled accounts. Net income is your take home pay after all deductions and taxes have been subtracted from your total gross income.*

Please include all expenses as accurately as possible. The provided information will be used to calculate a budget for your household and will assist us in the negotiations process with your creditors. This must be completed with all other documents upon enrollment.

COST OF LIVING			
HOME		RECREATION	
Mortgage/Rent		Gym fees	
Utilities (Electric, Gas, Water)		Team dues	
Cable/Satellite TV		Toys/child gear	
Home telephone		Magazine subscriptions	
Cellular telephone		CDs, DVDs, books, etc.	
Home repairs		PERSONAL	
Home owner's/renter's insurance		Clothing	
DAILY LIVING		Gifts	
Groceries		Salon/Barber	
Dining out		FINANCIAL OBLIGATIONS	
Child care		Retirement (401k, IRA)	
Dry cleaning		Student Loans	
Housecleaning service		Current credit card pmts.	
TRANSPORTATION		Income Tax (IRS)	
Auto loans/lease		OTHER	
Gas/fuel			
Insurance			
Repairs			
Car wash/detailing			
Parking		Total Expenses:	
Public transportation		Funds Remaining:	
HEALTH			
Medical and life insurance			
Prescriptions/medications			
Co-payments/out-of-pocket			
Veterinary care			

Applicant Printed Name

Applicant Signature

Date

Co-Applicant Printed Name

Co-Applicant Signature

Date

Adhering to Your Savings Schedule

We at West Oak Settlement have made a strong commitment to assist you in the resolution of your debt, which you and your Debt Analyst have established. As part of that commitment we will negotiate with your creditors, get the best settlements possible at the specific time of negotiations, and verify that settlement terms are properly documented to ensure the creditor cannot claim your account was inadequately resolved.

Your participation is also necessary and required for us to obtain the most favorable outcome and for you to reach your financial goals. The most vital part of your participation is remaining on track with your monthly Savings Schedule that is outlined in Exhibit C – Savings Schedule. You and your Debt Analyst have established a Program Plan based on your personal situation that you have committed to maintain. **If the scheduled draft dates are missed or postponed, the formula for working with creditors will not work and you could limit our ability to obtain the outcome you desire.**

You are enrolling in this program to pay down your unsecured debt. In order to achieve that objective you must save your money and not spend unnecessarily or incur any further debts. Defaulting or rescheduling a monthly draft also costs you money that could have been used to settle your debt sooner. If you do not have adequate funds available in your primary account two (2) business days prior to your scheduled draft date you will incur a “non sufficient funds” charge not only by your bank but by NoteWorld as well. Overtime this could add up to a substantial amount of money that could have been put to a more beneficial use.

If for any reason you must skip a scheduled draft date or change your draft date entirely, you will need to contact your Account Management Team a **minimum of five (5) business days** prior to your normally scheduled draft date. Please be aware that a \$25.00 charge will be assessed every time you skip a scheduled draft date and/or change the date of your draft. **During the first 90 days, no changes can be made to your draft schedule.** Therefore, it is important that your intention to settle your debt is clear and that you are fully prepared to begin your debt settlement program.

With your intention clear and your commitment set, you are ready to begin. After paying for your basic living expenses, such as housing, food, and car payments, settling your debt should be your top priority. We always encourage you to deposit any additional funds that you acquire, for instance, a tax return check, job bonus, or the selling of items you no longer need into your NoteWorld trust account or other financial institution where your savings is being held. Depositing these additional funds could assist West Oak Settlement in settling your accounts earlier than anticipated which could help you reach your goals even sooner than projected.

I/we understand that failing to stay current with my Savings Schedule every month will not achieve my/our financial goals for this service.

My/our first draft will occur on _____ (mm/dd/yyyy) and on the _____ (day) of each month thereafter. I/we understand that sufficient funds to cover this debit amount must be available in my/our designated bank account two (2) business days prior to the actual draft date I/we have selected.

Applicant Printed Name

Applicant Signature

Date

Co-Applicant Printed Name

Co-Applicant Signature

Date



This company is a Member of The Association of Settlement Companies and as such has agreed to publicly disclose the following on each of their websites and as part of their contract with consumers. Should you wish to comment on their use or avoidance of this disclosure please email ClientCare@TASCsite.org with your contact information and the nature of the complaint.

DISCLOSURE STATEMENT

[West Oak Settlement](#) provides consumers with a method of debt resolution known as debt settlement. The goal you have set is to negotiate mutually agreeable settlements between you and your creditor(s) for payment of certain unsecured debt.

BY SIGNING BELOW, YOU ARE STATING THAT YOU UNDERSTAND ALL THE ISSUES BELOW:

1. You are enrolling into a debt settlement program after voluntarily seeking the assistance of [West Oak Settlement](#).
2. You will be responsible for saving sufficient program funds in your own account.
3. The savings program that you have made to reach your debt settlement goal is detailed in your Client Agreement. Actual settlement amounts, necessary savings and the period required to reach your goal may vary based on creditor policies and actions and other factors.
4. Most creditors and collectors negotiate with Debt Settlement Service Providers, [West Oak Settlement](#) cannot force the negotiations and cannot force creditors to accept a settlement. If negotiations are not successful, you could be called upon to pay the entire balance.
5. [West Oak Settlement](#) does not make regular monthly payments to your creditors. You have stated that you are unable to meet the minimum payments required by your creditors. If you do not make required minimum payments to your creditors you may be breaking the terms of your agreements with them and your actions will probably be reported to consumer reporting agencies as late, delinquent, charged-off or past due balances. This may have an adverse effect on your credit report and credit score.
6. Your creditors may continue collection efforts on delinquent accounts. Such collection efforts can include phone calls and letters to you, charging off the account, sending accounts to collection agencies or attorneys, lawsuits and even garnishments of your wages if a judgment has been obtained.
7. Your account balance may continue to grow as your creditor adds accrued interest, late fees, over-limit fees and penalties.
8. The fees paid to [West Oak Settlement](#) are intended to compensate them for their efforts and will only be refundable to the extent they have not been deemed to have been earned in the manner described in the Client Agreement.
9. Communications with creditors are handled on a case by case basis. In some instances creditors may not be contacted until several months after you enroll. When your creditor settles a debt, a savings of \$600 or more off what you owed may be reported by your creditor to the IRS as Discharge of Indebtedness income and you may have to pay taxes on that amount.
10. You acknowledge that the company is not a law firm and cannot provide legal advice.
11. You understand that you have the responsibility and the right to communicate my comments directly to the company's management using the information provided below:

Company: _____
Phone Number: _____

Address: _____
Email: _____

Furthermore, upon request you will receive from the Company the grievance policy and refund procedure. Finally, you have a right to report any concerns directly to TASC via email: Clientcare@tascsite.org

Client's Signature

Date

Co-Client's Signature

Date

NoteWorld LLC dba NoteWorld Servicing Center, a Delaware limited liability company, ("NoteWorld") is in the business of providing transaction management and processing services and certain related services as an independent third party, such as receiving, processing and posting payments, holding such payments in a trust account, disbursing funds as authorized, and providing account and transaction information (collectively, the "Services").

Services. Customer appoints and authorizes NoteWorld to provide the Services related to Customer's contract with their debt settlement company (DSC) listed below, under which Customer has agreed to make payments toward an effort to pay off debt. NoteWorld is willing to provide the Services to Customer under the terms and conditions of the Sign-up Agreement.

NoteWorld Fees. Customer acknowledges, agrees to the fees and authorizes NoteWorld to charge for services according to the then current fee schedule.

Monthly Processing Fee	\$12.50
Settlement Disbursement Fee	\$20.00

Other fees as required:

Return Item Fee	\$20.00
Wire Transfer Fee	\$15.00
Stop Payment Fee	\$25.00
Check Copy Fee	\$25.00
Pay-by-Web Fee	\$11.50
Pay-by-Phone Fee	\$11.50

NoteWorld may change these fees at any time by giving Customer a thirty (30) day written notice.

Changes to Payment. Customer may change this Authorization with a minimum of 5 banking days notice by contacting NoteWorld through any of the following methods: **E-MAIL:** pas@noteworld.com; **MAIL** at: NoteWorld, PO Box 2236, Tacoma WA, 98401 or **FAX:** 877-830-3177.

Trust Account. Customer understands and agrees that NoteWorld will service its payments through NoteWorld's Trust Account into which Customer funds will be deposited and held by NoteWorld and disbursed in accordance with this Agreement. Customer acknowledges and agrees that the Trust Account is non-interest bearing. Customer acknowledges and agrees that NoteWorld's trust account may be located in Washington or any other states of its choice.

Account Information. Customer understands and agrees its DSC will be given access to view its account information and that NoteWorld may send notices to their DSC with this account information.

Electronic Communication. Customer agrees that all disclosures, communications and required receipts for account activity related to the Services and this Agreement may be distributed by electronic mail or one of NoteWorld's web sites. Customer acknowledges that he/she is able to electronically receive, download and print such disclosures, communications and receipts. If Customer is unable to receive, download or print these, Customer will notify NoteWorld and NoteWorld will provide the disclosures, communications and receipts in accordance with applicable law.

Disbursements. Customer agrees that NoteWorld will disburse funds from the Account to pay his/her creditors upon receipt of a settlement letter from the Customer's DSC or their Creditor. Customer may approve or decline any disbursement to a creditor within 24 business hours of receipt of electronic notification of settlement. If Customer does not notify NoteWorld of decline of disbursement within 24 business hours, disbursement will be automatically approved by Customer and NoteWorld will proceed to satisfy the terms of the settlement that was negotiated by the Customer's DSC and the Customer may not thereafter revoke such approval. If Customer declines to disburse such settlement to creditor the Customer understands this could be a change to their debt settlement program and should notify his/her DSC for more information. Customer can opt out of future disbursements by contacting NoteWorld at any of the following methods: **E-MAIL:** pas@noteworld.com; **MAIL** at: NoteWorld, PO Box 2236, Tacoma WA, 98401 or **FAX:** 877-830-3177.

Personal Information/Privacy. Customer understands that NoteWorld may share my account information with its depository institutions, its affiliates and any other party necessary to provide the Services; including the Customers DSC. Customer has been given opportunity to review the attached privacy policy and agrees to its terms.

I HAVE READ AND UNDERSTAND THE ABOVE INFORMATION.

Customer Initials:

 Customer 1

 Customer 2

CUSTOMER ACCOUNT SERVICES INFORMATION (PLEASE PRINT)

Customer 1

Last Name First Name M.I. Social Security Number Date of Birth

Street Address Phone Number

City State Zip e-mail address

Debt Settlement Company Debt Settlement Company Account ID Number

Customer 2

Last Name First Name M.I. Social Security Number Date of Birth

DESIGNATED BANK ACCOUNT ACH DEBIT AUTHORIZATION (PLEASE PRINT)

Bank Name Bank Account Number Bank Routing Number

Bank Street Address \$
First Payment Amount (\$000.00)

City State Zip First Payment Date (MM/DD/YYYY)

Account Type Savings Checking

I authorize NoteWorld to initiate Automatic Clearing House (ACH) debits from my designated bank account at the financial institution identified above. I authorize NoteWorld to debit my designated bank account according to the schedule of debits provided to NoteWorld by me or on my behalf or as otherwise provided by agreement. I understand that debits will be withdrawn on the due date unless otherwise indicated and that sufficient funds must be available in my designated account two (2) business days prior to the actual date of the debit (if the due date falls on a weekend or holiday, funds will be withdrawn the following business day). Upon my approval, NoteWorld may adjust the amount being debited from designated bank account. This authorization is to remain in force until the schedule of debits is completed or until NoteWorld has received written notification from me of a change or termination allowing no fewer than five (5) days for NoteWorld to act. NoteWorld may discontinue this service at its discretion after providing written notification 30 days in advance. NoteWorld shall not be required to provide advanced notice when advanced notice is impossible. NoteWorld is not liable to any person for not completing a transaction as a result of any limit on my designated bank account, or if a financial institution fails to honor any debit from such account. I understand that it is my responsibility to notify NoteWorld immediately if a scheduled debit does not occur. I authorize NoteWorld to recover funds in the event of an error or in the event that a prior debit is returned for any reason, including non-sufficient funds.

I acknowledge that the information above is accurate and true to the best of my knowledge.

Customer 1 Signature Date Customer 2 Signature Date

NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS

OUR PLEDGE TO YOU

NoteWorld Servicing Center knows you expect privacy and security for your personal financial information. We respect your privacy and are committed to treating your information responsibly.

INFORMATION WE COLLECT

We collect information you provide to us in your sign-up packet and other documents; and information previous servicers provide to us about your account, such as your name, address and bank account information. At the time of settlement, NoteWorld typically expects to receive from you or your Debt Settlement Company your credit card number or other number used by your creditor to identify your account. This number is printed on checks sent to your creditor for identification purposes.

HOW WE SHARE INFORMATION WITH DEBT SETTLEMENT COMPANIES AND PARTIES YOU TRANSACT BUSINESS WITH

To process your payments, we need to share some of your personal information with the person or company that you are paying. Your NoteWorld account information also may be shared with your debt settlement company. Your contact information and other verification information may be shared with the third party who you transact with using NoteWorld. Regardless, we will not disclose your bank account number to other third parties, except with your express permission or if we are required to do so to comply with a subpoena or other legal process.

HOW WE SHARE INFORMATION WITH OTHER THIRD PARTIES

We may share your personal information with:

- Members of our corporate family or companies outside our corporate family that perform services on our behalf.
- Service providers who help with our business operations in order to process transactions and respond to your inquiries, as well as provide information about the products and services that we offer. For example, we are permitted to share information we collect with third parties that assist us with preparing payment coupons and processing and printing checks.
- Law enforcement, government officials, or other third parties when (1) we are compelled to do so by a subpoena, court order or similar legal procedure; (2) we need to do so to comply with law; and (3) we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of our User Agreement.
- Financial institutions that we may partner with or contract to offer services related to NoteWorld related products and services.
- Other third parties with your consent or direction to do so, including your debt settlement company and individuals you transact business with using NoteWorld.

NoteWorld does not share information about you with non-affiliates (companies outside our organization) except as permitted by law.

HOW WE PROTECT INFORMATION

We maintain the highest standards of physical, electronic, and procedural safeguards to protect your non-public personal information. We restrict access to nonpublic information about you to those employees who need that information to provide services to you or on your behalf.

FORMER CUSTOMERS

We do not share information about our former customers with companies outside our organization except as permitted by law.

HOW TO CONTACT US ABOUT YOUR PRIVACY QUESTIONS

We appreciate your business and want you to understand our commitment to maintaining the privacy of your personal information, as expressed in this Notice of Privacy Policy. Our Privacy Policy applies only to individual consumers. If you have questions about this Privacy Policy please contact our Customer Service Department at (800) 535-9192

Texas Residents Only: After first contacting NoteWorld LLC, if you still have an unresolved complaint regarding the company's money transmission, please direct your complaint to: Texas Department of Banking, 2601 North Lamar Boulevard, Austin, TX 78705, 1-877-276-5554, www.banking.state.tx.us.

