

TA

NEW CLIENT DOCUMENTS

Unsecured Debt Cancellation

Enclosed are your documents for your review. If you do not receive any of the items listed below, please contact us immediately.

Enclosed Documents

- o Service Agreement (please initial each page and sign where indicated)
- o Payment Authorization Form (please complete)

Please review and sign copies of the following documents then e-mail, fax or mail them back to our office via the U.S. Postal Service, Priority Mail. Please ensure that you contact your Case Analyst with the tracking number if the items are mailed. Time is of the essence and it is imperative that you stay in communication with your advocate throughout the entire process. Because we have many clients we ask that if you have questions to email them to support@thacker-associates.com and a representative will either email or call you with a response within the next business day. Please be sure to give us as much detail as possible. If you do not have email please call **888-716-0454** and leave a detailed message to include a good number to call back. A case manager will return your call by the next business day.

Client

TA

This Service Agreement and all information contained herein is "Confidential" and may not be duplicated, forwarded, published or distributed to any other person or entity.

503A Ligon Drive, Nashville, TN 37204

Office: 888-716-0454 Fax: 888-965-9390

TA

BUSINESS MANAGEMENT & FINANCIAL SERVICES AGREEMENT

This agreement is entered into on this 19th day of May, 2015 between TA of 503A Ligon Drive, Nashville, TN 37204 (hereinafter referred to as "TA") and Deborah Liberge of 13 Magnolia Road, Manahawkin, NJ 08050 (hereinafter referred to as "Client"):

WHEREAS, Client is the holder of those credit cards, accounts and/or unsecured debt that are itemized and set forth on Exhibit "A" attached hereto (individually and collectively such items and accounts being the "Unsecured Debt"); and

WHEREAS, Client desires to hire TA (i) to assist Client in cancelling and/or otherwise eliminating the Unsecured Debt, and (ii) solely in connection with the cancellation and/or elimination of the Unsecured Debt, to assist repairing Client's credit rating (if required) and, (iii) to determine which of several programs available to TA are appropriate for Client based upon review by TA of the goals of Client. (the above are individually and collectively the "Services"); and

WHEREAS, Subject to the terms and conditions of this Agreement, TA agrees to render the Services to Client.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. SERVICES: Client hereby engages TA to provide (and TA agrees to provide) the Services. The term Services may include some or all of the following: (a) analysis of Client's case, including review by TA's in-house staff, (b) creation of one or more letters for Client to send to (i) the entities (including but not limited to banks) that issued Client's credit cards, (ii) applicable collection agencies and/or (iii) credit bureaus (individually and collectively the "Client Letters"); (c) review of any and all responses to Client Letters and drafting appropriate responses; (d) assistance with clearing discrepancies on Client's credit reports; (e) review of Client file for placement into one of several different outside programs that TA provides to its Clients based upon the goals of Clients (at the expense of TA) and (f) best efforts to settle (by way of elimination, reduction and/or adjustment) Client's Unsecured Debt.

Notwithstanding anything to the contrary contained herein, those activities listed in the immediately preceding sentence and which become part of the Services are included in the Fee. Any activities other than the Services will be subject to additional charges that will be disclosed and approved by Client prior to TA incurring same. Furthermore, as TA is not a law firm nor is it rendering legal services. Client acknowledges that TA will not be required to litigate and/or otherwise represent or defend Client in connection with any legal proceedings.

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2. TERM OF AGREEMENT: This Agreement will commence on the date set forth above. take effect when signed by both parties and will terminate upon the earlier of (i) eighteen (18) months following commencement or (ii) thirty (30) days following the date that the Services are completed.

3. TA's FEE: In consideration for the Services that TA will render hereunder, Client agrees to pay TA the sum of **Eight Thousand, Seventy and 00/100 Dollars (\$8,070.00)** (the "Fee") no later than five (5) business days following the commencement of this Agreement; provided, however, that (i) TA will not be required to render any Services until TA receives the Fee in full; (ii) in the event TA has not received the Fee as of the tenth (10th) business day following the commencement of this Agreement, then TA may, by written notice to Client, terminate this Agreement and upon such termination, neither party will have any further duties or obligations to the other.

4. MATERIAL OBLIGATIONS OF CLIENT: Notwithstanding anything to the contrary contained herein, Client hereby agrees to comply with the following material obligations:

A. Client agrees to maintain and send to TA, on a weekly basis, an accurate and complete communications log detailing the name, telephone number, address, and the nature of any conversation that Client may have with any person or entity concerning the Unsecured Debt, the Client Letters or any other matter concerning this Agreement.

B. Client agrees to call TA upon Client's receipt of any correspondence, mail, e-mail and other written communications concerning the Unsecured Debt, the Client Letters or any other matter concerning this Agreement, at which time TA will give Client instructions concerning same.

C. CLIENT AGREES (i) NOT TO INCREASE THEIR UNSECURED DEBT and (ii) NOT TO USE OR OTHERWISE INCREASE THE AMOUNTS PAYABLE IN CONNECTION WITH ANY ACCOUNT and/or CREDIT CARD THAT IS LISTED ON EXHIBIT "A" UNTIL THE EARLIER OF (a) TERMINATION OF THIS AGREEMENT or (b) THE DATE THAT CLIENT RECEIVES WRITTEN NOTICE FROM TA INFORMING CLIENT THAT CLIENT MAY INCREASE THEIR UNSECURED DEBT and/or INCREASE THE AMOUNTS PAYABLE IN CONNECTION WITH THE ACCOUNTS and/or CREDIT CARDS THAT ARE LISTED ON EXHIBIT "A".

D. Client agrees to immediately notify TA of any material changes in Client's personal life or any other changes that might affect TA's ability to communicate with Client, including but not limited to change of residence, job, telephone numbers, e-mails addresses or the like.

E. Client agrees to immediately respond to TA's letters, telephone calls, emails or any other form of communication.

5. GROUNDS TO TERMINATE THIS AGREEMENT:

A. Client may terminate this Agreement for any or no reason; provided, however, that such termination will be effective Client's duty to pay the Fee to TA. Fees charged by TA are front-end loaded. TA begins services immediately upon receipt of fee.

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B. TA may terminate this Agreement if, in TA's sole good faith determination, (i) Client has failed to fulfill any of Client's material obligations under this Agreement; (ii) Client has breached any of Client's warranties and/or representations hereunder; (iii) for other good cause or (iv) for any other reason authorized by law. If this Agreement is terminated for any reason set forth in this Paragraph 5.B, TA shall not be required to refund any of the Fee paid as of the date of such termination.

6. MISCELLANEOUS:

A. Confidentiality

i. The parties acknowledge and agree that each will be given access to certain items of Confidential Information (defined below) belonging to the other, and that said Confidential Information is revealed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in strict confidence solely for the purpose of facilitating the performance of this Agreement. Each party acknowledges and agrees that without prior written consent of the other, neither party may not use or disclose (to any person or entity that isn't a party to this Agreement) such Confidential Information in any manner at any time except as is reasonably necessary to further the purposes of this Service Agreement. Each party agrees and acknowledges that if a violation of any part (including this paragraph) of the Service Agreement occurs or is threatened, such violation may cause irreparable harm to the offended party, that the remedy at law for any such violation or threatened violation may be inadequate and that the offended party shall be entitled to appropriate equitable relief, including, without limitation, injunctive relief against the breach of any part (including this paragraph) of the Service Agreement. For purposes of this Agreement, Confidential Information shall mean any proprietary information that is marked or otherwise identified by the Disclosing Party as confidential. Confidential Information shall also include information relating to each other's finances and business practices, the terms and conditions of this Agreement as well as the fact that the parties entered into this Agreement. Confidential Information shall not include information that the Receiving Party can document: (a) was in the public domain at the time it was communicated to the Receiving Party by the Disclosing Party; (b) entered the public domain subsequent to the time it was communicated to the Receiving Party by the Disclosing Party; (c) was in the Receiving Party's possession, free of any obligation of confidence, at the time it was communicated to the Receiving Party by the Disclosing Party; (d) was rightfully communicated to the Receiving Party by a third party, free of any obligation of confidence, subsequent to the time it was communicated to the Receiving Party by the Disclosing Party; or (e) was developed by employees or agents of the Receiving Party independently of any information communicated to the Receiving Party by the Disclosing Party. In addition, the Receiving Party may disclose the Disclosing Party's Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either party under this Service Agreement; provided, however, that the Receiving Party shall provide the Disclosing Party with prior written notice of any such disclosure.

ii. THE TERMS, CONDITIONS AND EXISTENCE OF THIS SERVICE AGREEMENT ARE CONFIDENTIAL AND CLIENT AGREES NOT TO DISCLOSE TO ANY PERSON OR ENTITY THAT CLIENT HAS ENTERED INTO THIS

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AGREEMENT WITH TA.

B. **Warranty and Representations:** Client warrants and represents that (i) Client has the right, power and authority to enter into this Agreement and to engage TA to render the Services; (ii) all of the information and materials that Client furnishes or otherwise provides to TA is true, accurate and do not contain any false information or information that was created by TA; (iii) all of the information and materials that Client furnish or otherwise provides to TA was prepared solely by Client without any assistance, mentoring or instructions by TA nor did TA engage in any activities or otherwise ask Client any questions that caused Client to change or otherwise alter the facts or circumstances that caused Client to enter into any Unsecured Debt; (iv) the terms, conditions and existence of this Agreement are confidential, Client will not disclose to any person or entity that Client has entered into this Agreement; (v) at all times after the execution of this Agreement, Client agrees to complete, follow and otherwise strictly comply (without change, alteration, amendment or the like) with each component, element and phase TA's directions consultations, and/or instructions in a timely manner; (vi) TA and Client are independent contracting parties, and nothing contained in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between Client and TA; (vii) Client is not presently (nor has Client ever been at any time in the past) either employed, contracted by or an agent or representative of any person or entity engaged by, involved, associated or affiliated with (in any manner) the bank that issued the applicable credit card or any person or entity that is associated with the Unsecured Debt; (viii) Client will not increase the Unsecured Debt, use or increase the debt associated with any of the credit cards or accounts listed on Exhibit "A" hereto; and (ix) Client agrees that TA does not guarantee any results for the Services rendered hereunder.

Client understands that the methods utilized by TA may have additional affect upon Client credit card utilization. It is possible, that as a result of one or more of TA's programs, Client may surrender certain rights with respect to the credit card. Client may be unable to request charge back of items on the card as a result of the various programs utilized by TA. This is a natural result and part of the card holder agreement with the card issuer. Once a card is terminated, no future charge backs mat be honored or processed.

C. **Complete Agreement and Notices:** This Agreement contains the entire agreement of the parties with respect to the subject matter addressed, and all prior understandings and agreements, whether written or oral, between and among the parties relating to the subject matter of this Agreement are superseded by this Agreement. This Agreement is the only understanding and agreement by and between the parties. Each party specifically acknowledges, represents and warrants that they have not been induced to sign this Agreement by any belief that the other will waive or

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modify provisions of this Agreement in the future. This Agreement may not be assigned or transferred by Client but may be assigned by TA. No change or modification of this Agreement will be valid unless in writing and signed by the parties. The invalidity of unenforceability of a particular provision of this Agreement will not affect the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted. Failure of either party to enforce any provision of this Agreement shall not constitute a breach thereof and shall not constitute a waiver of either party's right to enforce the other provisions hereof. Any written notices which either party shall desire to give to other hereunder shall be addressed to the applicable address set forth at the beginning of this Agreement until either party gives the other party written notice of a new address. All notices shall be in writing and shall be delivered by certified mail (return receipt requested), postage prepaid or by an established overnight courier. The date of mailing shall be deemed the date of service (except in respect to notice of change of address, which shall be effective upon receipt).

D. **Applicable Law, Binding Effect and Counsel:** This Agreement was made in the State of Tennessee and shall be governed and interpreted under the laws of the State of Tennessee and will inure to the benefit of and be binding upon the parties hereto and their heirs, personal representatives, successors and assigns. Each party acknowledges that they either retained independent counsel to review this Agreement or that they elected to execute this Agreement without the advice of counsel. TA asserts and Client hereby acknowledges that TA is not a law firm or an entity authorized to practice law in any of the United States of America and does not render legal advice and Client acknowledges that TA has not represented itself as such to Client.

E. **Other Debt:** No earlier than one hundred twenty (120) days following the later of (i) elimination of the Unsecured Debt or (ii) termination of the Term of this Agreement, Client may request that TA offer assistance with respect to the elimination of the Other Debt; provided, however, that Client shall enter into a new agreement with TA with respect to such Other Debt.

F. **Credit Check Total:** Client understands that it is the Client's responsibility to maintain a membership in good standing with Credit Check Total (a credit monitoring service offered by Experian). Credit Check Total must be billed to an American Express Card, Visa Card, Mastercard or Discover Card that is not scheduled for elimination through TA's debt elimination program as described in this agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of this day and year first above written

TA

By: _____ Client's Signature: _____

An Authorized Signatory of TA Print Name: Deborah Liberge

ACKNOWLEDGEMENT OF NOTARY

Subscribed and sworn to before me in my Presence, this ____ day of _____, _____,

a Notary Public in and for the County of _____

State of _____.

(Signature) Notary Public Name

My commission expires _____, _____.
(month / day) (year)

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