
Subscriber/ Client Agreement

Subject: Debt Remediation Process

Dear Subscriber/ Client:

We are pleased to present this contract agreement to you (the “**Subscriber**” and or “**Client**”), as part of a Non- Judicial, Debt Remediation Process.

SCOPE OF THE WORK – DEBT REMEDIATION PROCESS SERVICES

These Debt Remediation Services include the following: documents and work-steps:

1. **Debt Remediation** is an administrative process utilizing several steps to accomplish the following objectives:
 - 1.) Find out who owns your debt,
 - 2.) To establish if you are contractually obligated to pay the alleged debt collector, who is attempting to collect a debt from you, and
 - 3.) To determine if you are dealing with an alleged debt collector who purchased the alleged debt from the originator, or servicer, and this new debt collector is attempting to collect the debt from you!
2. Qualified Written Request (“**QWR**”) – under the Fair Debt Collection Practices Act (FDCPA). Pursuant of U.C.C. - ARTICLE 3 -§ection 3-501 (b) 2 (1), you are entitled to demand presentation of the negotiable instrument. See Note:1 at the end of this letter.
3. Debt Validation/ Verification Letter - under the Fair Debt Collection Practices Act (FDCPA). In addition, under the Truth in Lending Act (“**TILA**”) pursuant to *15 USC §§ 1601-1667f* (full disclosure), you have a right to know who the true party of interest in this transaction. As such, we will ask the debt collector to stipulate whether the debt collector is the “holder in due course” for your promissory note. If the debt collector is not the holder, then they admit to being the servicer of this obligation, and to identify the “holder in due course”.

DEBT REMEDIATION PROCESS - SERVICE OPTIONS

Depending on your financial budget, and your willingness to devote your own personal time, we have developed three specific options from which to choose:

1. **Option 1 Level Services - You Elect to Do it Yourself** We provide you with the Notice templates & form letters and follow-up letters to send to the alleged debt collectors.

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The Option 1 Level Services - Notices include:

Letter # 1 : Debt Validation Letter,

Letter # 2 : Cease and Desist All Collection Efforts,

Letter #3 : Notice for Request for Confirmation of Terms and Conditions of Agreement & Adequate Assurance of Due Performance, and

Letter # 4: Unsigned and Unattested Erroneous Purported Debt Notice Demand

The one-time price for this Service Option is \$597.00.

- 2. Option 2 - Level Services - Tools, Templates and Form Letters, along with On-line Coaching Forum with Our Debt Remediation Specialist -** Our Debt Remediation Specialist will be available to answer your questions, provide on-line “Coaching” tips and suggestions! You will participate in an on-line forum and chat room with 8-12 other participants on a bi-weekly basis for a three (3) month period, which equates to approximately twelve (12) Coaching sessions over the three (3) month period.

The one-time fee for this Service Option is \$1,899.00.

- 3. Option 3 - Level Services - Retain Foxboro Consulting Group, Inc. to Conduct the Debt Remediation Process –****The one-time fee for this Service Option is \$5,989.00.**

The Subscriber / Client acknowledges and confirms that Foxboro Consulting will be relying, among other things, on the information furnished to Foxboro Consulting by the Subscriber / Client, their advisors, documents and other information (that may be filed by the Subscriber / Client, with public authorities, if any), representatives of the Subscriber / Client, and on certain information available from generally recognized public sources without independent verification.

The Subscriber / Client hereby represents and warrants to Foxboro Consulting that all written data, material and other information furnished to Foxboro Consulting by The Subscriber / Client concerning The Subscriber / Client will, to the best of its knowledge, be accurate, complete and correct in all material respects, and will be provided to Foxboro Consulting in a timely manner.

Notwithstanding the foregoing, The Subscriber / Client makes no representation with respect to any information prepared by a third party.

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PROFESSIONAL SERVICE FEES

Our fee for these services is as follows:

1. **\$597.00 for Option 1 Level Services,**
2. **\$1,899.00 for Option Level 2 Services, and**
3. **\$5,989.000 Option Level 3 Services.**

We reserve the right to withhold delivery of work product if, when ready for delivery, any previously issued invoice remains unpaid. In the event that you issue a purchase order to us covering this engagement, it is agreed that such purchase order is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify the terms and conditions of this letter and/or related documentation, or affect either party's responsibility to the other party as defined in this letter. We will maintain the confidentiality of all conversations, documents provided to us, and the contents of our reports, subject to legal or administrative process or proceedings.

ACCESS AND INFORMATION

As we discussed, while members of our Subscriber / Client Service Team will exhibit individual initiative to address issues within the span of their control, we believe that the successful execution and timely completion of this important project will require the cooperative effort of you and others in your organization. Consequently, as soon as practical and from time to time as necessary during the course of the work, we will rely on you or your designee to obtain for us any internal and third-party approvals or permissions as well as such access, information, and assistance as may reasonably be required that have not been previously obtained.

CONCLUSION

We appreciate this opportunity to provide our recommendations for Non-judicial, Debt Remediation Administrative Process - consulting services and look forward to working with you on this important engagement. If it correctly reflects your understanding of our agreement, please confirm such by signing and returning one copy to the attention of the undersigned. Please note that we will be unable to deliver any conclusions, verbal or written, until we are in receipt of this acknowledgment.

AUTHORIZATION

Subscriber / Client of Record: **Your Name**

(Signature)

(Typed/Printed Name)

(Date)

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Our fee for these services are as follows, please check the service you require:

_____ - **\$597.00 for Option 1 Level Services, or**

_____ - **\$1,899.00 for Option Level 2 Services, or**

_____ - **\$5,989.000 Option Level 3 Services.**

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Appendix A - General Service Conditions

This engagement is subject to our General Service Conditions, which are detailed below.

1. The Subscriber / Client has the right to terminate this assignment at any time, in which case there will be no further obligation on the part of either party to continue. In such event, the Subscriber / Client will be obligated to pay only for the actual time and charges accumulated through the date of cessation. All retainers are considered earned when received in consideration of planning, project scoping, budgeting and general administrative expenses incurred. If Foxboro Consulting has not reached a final conclusion at the time of such termination, Foxboro Consulting will destroy all work file contents, unless the Subscriber / Client requests at that time that the materials furnished by the Subscriber / Client or others on its behalf are returned.
2. In connection with Foxboro Consulting 's engagement, Subscriber / Client management will furnish Foxboro Consulting with all supporting information concerning financial reports, tax returns, business plans, etc., which Foxboro Consulting reasonably deems appropriate and will provide Foxboro Consulting Non-judicial Administrative Process specialists with access to the Subscriber / Client's officers, directors, employees, accountants, counsel and other representatives (collectively, the "Representatives"), it being understood that Foxboro Consulting will rely solely upon such information supplied by the Subscriber / Client and its Representatives without assuming any responsibility for independent investigation or verification thereof.
3. All non-public information concerning the Subscriber / Client that is given to Foxboro Consulting will be used solely in the course of the performance of Foxboro Consulting 's services hereunder and will be treated confidentially by Foxboro Consulting for so long as it remains non-public. Except as otherwise required by law or judicial or regulatory process, Foxboro Consulting will not disclose this information to a third party, other than its employees and counsel and other advisors retained by Foxboro Consulting, without the Subscriber / Client's consent.
4. Recognizing that engagements of the type contemplated here sometimes result in litigation and that the role of Foxboro Consulting is limited to advising and assisting the Subscriber / Client in the matters covered by this engagement, the Subscriber / Client hereby agrees to indemnify and hold harmless Foxboro Consulting , its affiliated entities, the directors, officers, employees, consultants and agents of Foxboro Consulting and any such affiliated entities, and each person, if any, who controls Foxboro Consulting or any such affiliated entity (each, an "Indemnified Person"), from and against any and all losses, claims, damages, liabilities and expenses whatsoever (including but not limited to any and all legal or other expenses reasonably incurred by an Indemnified Person in investigating any written claim or preparing for or defending or assisting in the defense of any action commenced or threatened in writing, whether or not such claim or action may result in liability, and any amounts paid by an Indemnified Person in settlement of litigation commenced or threatened) to which they, or any of them, may become subject as a result of or in connection with Foxboro Consulting 's engagement hereunder; *provided*, however, that no Indemnified Person shall be indemnified against losses, claims, damages, liabilities or expenses which are determined

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by final judgment of a court of competent jurisdiction, not subject to appeal or further review, to have resulted primarily from such Indemnified Person's fraud, gross negligence or willful violation of law in connection with Foxboro Consulting's engagement hereunder; and *provided further* that the Subscriber / Client shall not be liable for the settlement of any litigation effected without its written consent (which shall not be withheld unreasonably).

5. All such losses, claims, damages, liabilities and expenses that have been paid or incurred in the first instance by an Indemnified Person shall be paid or reimbursed by the Subscriber / Client within 15 days after receipt of invoice therefore from the Indemnified Person (but the Subscriber / Client shall in any event not be required to make such payment more than once per calendar month).
6. Whenever an Indemnified Person shall have received written notice of a claim in respect of which indemnity may be sought under this agreement, such Indemnified Person shall promptly notify the Subscriber / Client of same in writing. The Indemnified Person's failure so to notify the Subscriber / Client within a reasonable time shall not relieve the Subscriber / Client of any obligation that it may have hereunder or otherwise unless (and only to the extent that) the Subscriber / Client's ability to defend such claim shall have been materially prejudiced by such failure. After receipt of such notice the Subscriber / Client shall be entitled to assume and control the defense of any such claim using counsel selected by the Subscriber / Client (which counsel shall be reasonably acceptable to Foxboro Consulting). If the Subscriber / Client so assumes the defense of such claim, the Indemnified Person may thereafter participate in such defense with counsel of its own choosing, but the Subscriber / Client shall not be responsible for legal fees or other expenses incurred thereafter by the Indemnified Person in connection with such participation unless (1) the employment of separate counsel by the Indemnified Person has been authorized by the Subscriber / Client; (2) the defendants in such action include both the Subscriber / Client and an Indemnified Person, and the Indemnified Person shall have been advised by its counsel that a legal conflict exists between the Indemnified Person and the Subscriber / Client that would prevent the Subscriber / Client from conducting the defense of such claim on behalf of the Indemnified Person, or otherwise that there may be defenses available to such Indemnified Person which are different from or in addition to those available to the Subscriber / Client and make it inadvisable for the same counsel to represent both the Subscriber / Client and Indemnified Person; or (3) notwithstanding notice to the Subscriber / Client of such claim, the Subscriber / Client has not in fact employed counsel to assume the defense of such claim within a reasonable time after receiving such notice; in each of which cases the reasonable fees, disbursements and other charges of counsel for the Indemnified Person will be at the expense of the Subscriber / Client.
7. The Subscriber / Client will not, without the prior written consent of Foxboro Consulting, settle, compromise or consent to the entry of any judgment in, or otherwise seek to terminate any pending or threatened litigation or other proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not any Indemnified Person is a party thereto) unless such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Person from all liabilities arising out of such litigation.

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8. If for any reason the foregoing indemnification is unavailable to any Indemnified Person (other than by reason of the Indemnified Person's fraud, gross negligence or willful violation of law) or is insufficient to hold it harmless, then the Subscriber / Client shall contribute to the amount paid or payable by such Indemnified Person as a result of such loss, claim, damage, liability or expense in such proportion as is appropriate to reflect not only the relative benefits received by the Subscriber / Client on the one hand and such Indemnified Person on the other hand but also the relative fault of the Subscriber / Client and such Indemnified Person, as well as any other relevant equitable considerations. It is hereby agreed that the relative benefits to the Subscriber / Client on the one hand and all Indemnified Persons on the other hand shall be deemed to be in the same proportion as the ratio of (i) the total fees received by Foxboro Consulting Group, Inc. for its Non-judicial Administrative Process services to (ii) the total fees actually received by Foxboro Consulting in connection therewith. The indemnity, reimbursement and contribution obligations of the Subscriber / Client set forth herein shall be in addition to any liability which the Subscriber / Client may otherwise have to an Indemnified Person, and such other rights as the Indemnified Persons may have at common law or otherwise.
9. The Subscriber / Client agrees (i) that no Indemnified Person shall have any liability to the Subscriber / Client or any of its affiliates, or any third party whether claiming through the Subscriber / Client or otherwise, in connection with the engagement contemplated hereby, whether in contract, tort or otherwise, except to the extent that a court of law has determined by final judgment, no longer subject to appeal or further review, that such liability resulted proximately from such Indemnified Person's fraud, gross negligence or willful violation of law in performing services in connection with this engagement, and (ii) that in any event the aggregate liability of all such Indemnified Persons shall not exceed the fees actually received by Foxboro Consulting pursuant to this agreement. The provisions of this agreement relating to indemnification and contribution and limitation of liability, and the obligations of the Subscriber / Client for payment of Foxboro Consulting's fees and expenses, shall survive any termination of this agreement or the engagement it describes. The obligations and rights set forth herein shall be binding upon and inure to the benefit of the Subscriber / Client and the Indemnified Person and their respective successors, assigns, heirs and personal representatives.
10. The Subscriber / Client's obligations hereunder shall be in addition to any rights that any Indemnified Person may have at common law or otherwise. The Subscriber / Client acknowledges that in connection with the agreement Foxboro Consulting is acting as an independent contractor with duties owing solely to the Subscriber / Client.
11. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles thereof. Any dispute with respect to this agreement, or breach thereof, shall be submitted to binding arbitration by a single arbitrator in Boston, Massachusetts, in accordance with the rules then obtaining of the American Arbitration Association, and the decision of the arbitrator shall be final and binding upon the parties, and may be enforced in any Court having jurisdiction thereof.

Glossary of Terms

Uniform Commercial Code (U.C.C.) Section 3 -501 – Presentment.

(a) "Presentment" means a demand made by or on behalf of a [person entitled to enforce](#) an [instrument](#) (i) to pay the instrument made to the [drawee](#) or a [party](#) obliged to pay the instrument or, in the case of a [note](#) or accepted [draft](#) payable at a bank, to the bank, or (ii) to accept a draft made to the drawee.

(b) The following rules are subject to Article 4, agreement of the parties, and clearing-house rules and the like:

(1) Presentment may be made at the place of payment of the [instrument](#) and must be made at the place of payment if the instrument is payable at a bank in the United States; may be made by any commercially reasonable means, including an oral, written, or electronic communication; is effective when the demand for payment or [acceptance](#) is received by the person to whom [presentment](#) is made; and is effective if made to any one of two or more [makers](#), [acceptors](#), [drawees](#), or other payors.

(2) Upon demand of the person to whom [presentment](#) is made, the person making presentment must (i) exhibit the [instrument](#), (ii) give reasonable identification and, if presentment is made on behalf of another person, reasonable evidence of authority to do so, and (iii) sign a receipt on the instrument for any payment made or surrender the instrument if full payment is made.

(3) Without dishonoring the [instrument](#), the [party](#) to whom [presentment](#) is made may (i) return the instrument for lack of a necessary [indorsement](#), or (ii) refuse payment or [acceptance](#) for failure of the presentment to comply with the terms of the instrument, an agreement of the parties, or other applicable law or rule.

(4) The [party](#) to whom [presentment](#) is made may treat presentment as occurring on the next business day after the day of presentment if the party to whom presentment is made has established a cut-off hour not earlier than 2 p.m. for the receipt and processing of [instruments](#) presented for payment or [acceptance](#) and presentment is made after the cut-off hour.

Black's Law Dictionary

Discharge: The opposite of charge; hence to release; liberate; annul; unburden; dis-incumber. In the law of contracts. To cancel or unloose the obligation of a contract; to make an agreement or contract null and inoperative. As a noun, the word means the act or instrument by which the binding force.

[Uniform Commercial Code](#) > [U.C.C. - ARTICLE 3 - NEGOTIABLE INSTRUMENTS \(2002\)](#) > [PART 6. DISCHARGE AND PAYMENT](#) > § 3-601. DISCHARGE AND EFFECT OF DISCHARGE.

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Uniform Commercial Code (U.C.C.) §3-601. DISCHARGE AND EFFECT OF DISCHARGE.

(a) The obligation of a [party](#) to pay the [instrument](#) is discharged as stated in this Article or by an act or agreement with the [party](#) which would discharge an obligation to pay money under a simple contract.

(b) Discharge of the obligation of a [party](#) is not effective against a person acquiring rights of a [holder in due course](#) of the [instrument](#) without notice of the discharge.