

## **DESCRIPTION OF SERVICES PROVIDED BY CCDR**

CCDR shall provide the following services as part of this Agreement:

- 1. Collection and organization of Client's credit information and preparing contents of consumer proposal package prior to being forwarded to Licensed Insolvency Trustee Assistance with determination of monthly payment amount.
- 2. Provide you with the details of what your proposal will entail as far as costs, Savings, etc.
- 3. Referrals and coordination of meetings with proposal administrators, trustees in bankruptcy.

## **Overview of our Client Hardship agreement:**

The administration of the proposal paperwork is the initial fee plus 4 months of payments equal to your proposal payment amount estimate completed by CCDR. Traditionally a Consumer Proposal is calculated on a 60-month term. We calculate the Consumer Proposal on a 56-month term to account for the administration fees for the proposal preparation (either way you pay the 60 Months).

## Here are how the payments will be laid out for your Consumer Proposal:

- 1. Initial Administration payment to start the process. (See table below)
- 2. Months 1,2,3,4 to CCDR via auto debit (Pre-Authorized debits from new bank or a bank not included in the proposal)
- 3. Payments 5 to end of proposal to trustee (Pre-Authorized debits from new bank or a bank not included in the proposal)

Your Debt Load Enrolled	*Hardship Initial Admin Fee based on your situation	Approx. Proposal Payments will be **	*(Admin) Approx. Payment to CCDR for Months 1,2,3,4 ***	Approx. Monthly Payment to Trustee Month 5+ to end of proposal **
			Same + GST	Same

(The numbers above have been calculated on an average payback of 35%.)

We look forward to assisting you to become debt free. In order to provide the Professional Administration Services required to help the consumer complete the necessary documents and preparation for filing a consumer proposal with the Licensed Insolvency Trustee the consumer agrees to the following upfront fee based on table above by Electronic Funds Transfer or E-mail transfer to <a href="mailto:payments@ccdr.ca">payments@ccdr.ca</a> payment can also be brought or mailed to our office at 228-408 Broad Street Regina, Sk. S4R 1X3

Once we receive the initial (non-refundable) administration fee our counsellors will work with you to put together the necessary documents and application to file the proposal with the Licensed Insolvency Trustee. We will then forward the documents and proposal outline to the Licensed Insolvency Trustees office and they will contact you with a time to attend to their office in person to complete the enrollment of your Consumer Proposal.

\*Administration fees are non-Refundable

\*\*\* All Monthly payments will be handled by pre-authorized debit

<sup>\*\*</sup> Monthly payment amounts can vary based on each individual situation.



CONFIDENTIALITY: All information provided by the Client or obtained by CCDR on behalf of the Client, including the terms of this Agreement, shall be held by CCDR in confidence and CCDR agrees to protect the confidentiality of such information with at least the degree of care that (i) the Client would utilize in protecting information (s)he deemed to be confidential in nature, or (ii) is reasonable in the industry, and CCDR will not release such information to any third party without prior written consent of the Client or as outlined below. Where personal information (as that term is defined in the *Personal Information Protection and Electronic Documents Act* or any applicable provincial legislation) is to be collected, the prior consent of the Client shall be required before such information is collected, used or disclosed by CCDR. The Client hereby consents to the collection, disclosure and use of personal information for the purpose of enabling CCDR to perform the Services. The obligations of confidentiality contained herein shall not apply to (a) information which is in the public domain prior to the Commencement Date, (b) information which becomes part of the public domain through no act or omission of CCDR, or (c) information required to be disclosed at law. Notwithstanding the above, Client expressly acknowledges and agrees that all telecommunications between Client and CCDR representatives (each a "Conversation") are recorded for quality assurance purposes and in the event of any conflict between Client and CCDR as to any matter contained in any such Conversation, Client authorizes CCDR to utilize the recording of any such Conversation as it sees fit in its sole discretion, including in any legal proceedings (a "Conflict Event"). Other than for a Conflict Event or for quality assurance purposes and internal use, CCDR shall otherwise treat any such Conversation as confidential as set forth above.

INDEMNIFICATION BY CLIENT: The Client hereby indemnifies and holds harmless CCDR, its officers, directors, employees, agents and shareholders at all times against and in respect of any and all liabilities, contingent or otherwise, claims, demands, actions, losses, costs, damages and expenses (including legal fees on a substantial indemnity basis) arising due to, in whole or in part, (a) any misrepresentation or inaccurate information provided by Client to CCDR, (b) any act or omission by Client constituting negligence or willful misconduct hereunder, (c) any material breach by Client of his/her obligation hereunder. Client agrees that this indemnification is reasonable under the circumstances and Client further agrees that in the event of any material breach by the Client of his/her obligations hereunder, including the failure to provide timely or accurate information, Client will be enjoined from registering a complaint with the Better Business Bureau, any governmental authority or any similar agency and from making any derogatory or negative statements about CCDR on any blog, online forum (such as Facebook, Twitter or LinkedIn) or similar medium.

<u>LIABILITY OF CCDR</u>: In the event CCDR materially breaches this Agreement, it shall be liable to the Client for any damages resulting therefrom, provided that in no event and under no circumstances shall such liability exceed the total amount of the Fee paid by the Client to CCDR. No liability shall accrue to CCDR under any circumstances where Client has breached this Agreement and such breach remains uncured for any period permitted in this Agreement with respect to the breach.

<u>Cancelation/Termination:</u> CCDR can terminate the agreement if you bounce a cheque, fail to pay a portion of the fee when scheduled to do so, give us materially incorrect information (or neglect to give us important information that we need to know) or don't live up to your obligations to us, including where you decide to opt out of the process before the proposal can be submitted to License Insolvency Trustee. You will also protect us from any claims by yourself or a third party relating to any negligent or intentional act or any false or materially inaccurate information.

Primary SIGNATURE	Agreement Date
Primary Complete Printed Name	CDDR Printed Agent Name
	CCDR Agent Signature

To proceed we will need your agreement,