

FINANCIAL COUNSELING

APPLICATION

Name of Member(s) _____

Member Number(s) _____

Burdensome debt problems are not easy to solve. You have indicated an acute awareness of the problem by turning to the financial counseling service for guidance.

We realize there may be many reasons for your present situation. The important thing now is to resolve the problem and pay your debts. You have taken the first step by seeking advice and counsel. The financial counseling service was designed to assist you, provided you are willing to work hard at the problem and cooperate fully. You now have the opportunity to proceed with the counseling service but you must realize that it is not going to be easy.

At the start, you must recognize the following facts:

1. Only you can get yourself out of debt, the counseling service is not a charity.
2. You may have to accept some changes; certainly, you must not create new debts or obligations. It may be necessary to reduce your spending or attempt to increase your total income. There will be difficult decisions to make between what would be “nice” or “convenient” and what is really “necessary.”
3. Above all, you must keep your word with us! There is no charge for our services. Your creditors are generally willing to help, so we can usually procure their cooperation. If we can arrange an agreement between you and your creditor, you must keep faith with them and us! Only with this assurance can we ask creditors to make concessions necessary to help you out of your difficulties.
4. Upon your initial start-up you will have at least 60 days to participate in financial counseling. If there is no activity on your part, your case will close. This action will not prohibit you to reapply for Financial Counseling. We must keep accurate records in compliance with our regulators.

The decision is yours – An honest, fair and determined decision – to see this matter through. If you do this, we will go out of our way to help.

I hereby certify that all the information provided here is true and complete and submitted for the purpose of receiving financial counseling.

Date: _____

Member: _____

Joint Member: _____

Financial Counselor: _____

MEMBER COUNSELING AGREEMENT

Member Account Number: _____ **Date:** _____

I hereby apply to the Financial Counseling Service, as sponsored by Democracy Federal Credit Union, to attempt to accomplish the service of comprehensive financial counseling in compliance to National Credit Union Administration (NCUA) rules and regulations, 12 CFR 748.1 and applicable Federal and State laws of the Federal Credit Reporting Act.

I understand that my member file will be maintained in compliance to the Federal and State laws whether it is in person, orally or written.

I understand that the information that I provide to the Financial Counselor of Democracy Federal Credit Union is true and correct to the best of my/our knowledge. I consent and agree to hold Democracy Federal Credit Union, their Board members, CEO, Directors, Employees and consultants and other associated free and harmless from any claim, suit or demand arising from all or any part of the Financial Counseling involved.

I understand that if I mishandle or misrepresent my case in a suspicious manner, it will be grounds to file a SAR Report (see below for details). The Credit Union will also file a suspicious activity report on all transactions conducted or attempted at or through the Credit Union if the Credit Union knows, suspects, or has reason to suspect that a wrongdoing has occurred or been attempted. The following are considered to be instances of suspicious activity and are to be reported within 30 calendar days after the activity is discovered:

The following activities will be considered suspicious and require the filing of a SAR:

- Structuring/money laundering (as defined in the Bank Secrecy Act)
- Bribery or gratuity
- Check fraud
- Consumer lending fraud
- Check kiting
- Counterfeit checks
- Counterfeit credit or debit cards
- Other counterfeiting instruments
- Credit card fraud
- Debt card fraud
- Defalcation or embezzlement
- False statements
- Misuse of position or self-dealing
- Mortgage loan fraud
- Mysterious disappearance
- Wire transfer fraud

PRIVACY STATEMENT

I authorize the Financial Counseling Service to release any information pertaining to my debts, obligations, liabilities or credit in attempting to budget, or in budgeting, similarly any information pertaining to my assets, earnings, finances or prospects to parties that would be directly divulged in assisting in Financial Counseling Services as deemed necessary for the betterment of my financial conditions.

On occasion, it will be necessary to exchange personal information with other individuals or companies in order to set up your Debt Management Plan or any Financial Counseling Services. Signing below indicates you are in agreement with this and you give your permission for your financial counselor to exchange information with your creditors necessary for setting up your payment plan.

Witness Signature

Member Signature

Joint Member Signature

The above is to be signed at the time financial statement is taken.