

A. THE CREDITORS THAT THE LICENSEE REASONABLY EXPECTS TO PARTICIPATE IN THE MANAGEMENT OF THE CONSUMER'S DEBT UNDER THE DEBT MANAGEMENT SERVICES AGREEMENT; AND

B. THE CREDITORS THAT THE LICENSEE REASONABLY EXPECTS NOT TO PARTICIPATE IN THE MANAGEMENT OF THE CONSUMER'S DEBT UNDER THE DEBT MANAGEMENT SERVICES AGREEMENT;

(3) (III) THE LICENSEE AND THE CONSUMER HAVE EXECUTED A DEBT MANAGEMENT SERVICES AGREEMENT THAT DESCRIBES THE DEBT MANAGEMENT SERVICES TO BE PROVIDED BY THE LICENSEE TO THE CONSUMER;

(4) (IV) THE LICENSEE HAS ~~ESTABLISHED AN AGREEMENT, WITH A GOOD FAITH BELIEF~~ REASONABLE EXPECTATION BASED ON THE LICENSEE'S PAST EXPERIENCE THAT EACH CREDITOR OF THE CONSUMER THAT IS LISTED AS A PARTICIPATING CREDITOR IN THE CONSUMER'S DEBT MANAGEMENT SERVICES AGREEMENT, FOR THE WILL ACCEPT PAYMENT OF THE CONSUMER'S DEBTS OWED TO THE CREDITOR AS PROVIDED IN THE CONSUMER'S DEBT MANAGEMENT SERVICES AGREEMENT; AND

(5) (V) A COPY OF THE COMPLETED DEBT MANAGEMENT SERVICES AGREEMENT HAS BEEN PROVIDED TO THE CONSUMER.

(2) (I) A LICENSEE MAY PROVIDE TO A CONSUMER THE MATERIALS REQUIRED UNDER PARAGRAPH (1)(II) OF THIS SUBSECTION USING THE INTERNET IF:

1. A DEBT MANAGEMENT COUNSELOR OF THE LICENSEE HAS REVIEWED AND APPROVED THE COMPUTER PROGRAM OR APPLICATION USED TO CREATE THE FINANCIAL ANALYSIS AND INITIAL BUDGET PLAN; AND

2. THE CONSUMER IS:

A. ADVISED OF THE AVAILABILITY OF COUNSELING; AND

B. AFFORDED THE OPPORTUNITY FOR COUNSELING AND FOR DISCUSSION OF THE FINANCIAL ANALYSIS AND INITIAL BUDGET PLAN WITH A DEBT MANAGEMENT COUNSELOR AT ANY TIME.

(II) TITLE 21 OF THE COMMERCIAL LAW ARTICLE APPLIES TO THE PROVISION OF MATERIALS AND ASSOCIATED TRANSACTIONS UNDER THIS PARAGRAPH.

(B) EACH DEBT MANAGEMENT SERVICES AGREEMENT SHALL:

(1) BE SIGNED AND DATED BY THE LICENSEE AND THE CONSUMER; AND

(2) INCLUDE, IN AT LEAST 12 POINT TYPE:

(I) THE NAME, ADDRESS, AND PHONE NUMBER OF THE CONSUMER;

(II) THE NAME, ADDRESS, PHONE NUMBER, AND LICENSE NUMBER OF THE LICENSEE;