

(C) A LICENSEE MAY NOT COMMINGLE ANY TRUST ACCOUNT ESTABLISHED FOR THE BENEFIT OF CONSUMERS WITH ANY OPERATING ACCOUNTS OF THE LICENSEE.

12-918.

(A) WITH RESPECT TO THE PROVISION OF DEBT MANAGEMENT SERVICES, A LICENSEE MAY NOT IMPOSE ANY FEES OR OTHER CHARGES ON A CONSUMER, OR RECEIVE ANY FUNDS OR OTHER PAYMENTS FROM A CONSUMER OR ANOTHER PERSON ON BEHALF OF A CONSUMER:

(1) EXCEPT AS PROVIDED IN SUBSECTIONS ~~(G)(2)~~ (G)(3) AND ~~(H)~~ (I) OF THIS SECTION, UNTIL AFTER THE LICENSEE AND CONSUMER HAVE EXECUTED A DEBT MANAGEMENT SERVICES AGREEMENT; AND

(2) ONLY AS ALLOWED UNDER THIS SECTION.

(B) (1) A LICENSEE MAY CHARGE A SET-UP CONSULTATION FEE NOT EXCEEDING \$50.

(2) THE COST OF A CREDIT REPORT ON A CONSUMER SHALL BE PAID FROM THE SET-UP CONSULTATION FEE PAID BY THE CONSUMER.

(C) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, A LICENSEE MAY CHARGE A MONTHLY MAINTENANCE FEE NOT EXCEEDING \$5 FOR EACH CREDITOR OF A CONSUMER THAT IS 10% OF THE TOTAL AMOUNT PAYABLE EACH MONTH TO THE CONSUMER'S CREDITORS \$8 FOR EACH CREDITOR OF A CONSUMER THAT IS LISTED IN THE DEBT MANAGEMENT SERVICES AGREEMENT BETWEEN THE LICENSEE AND THE CONSUMER.

(2) THE TOTAL FEES CHARGED TO A CONSUMER UNDER PARAGRAPH (1) OF THIS SUBSECTION MAY NOT EXCEED \$50 \$40 PER MONTH.

(D) A LICENSEE MAY COLLECT FROM OR ON BEHALF OF A CONSUMER THE FUNDS THE CONSUMER HAS AGREED TO PAY TO THE LICENSEE UNDER THE DEBT MANAGEMENT SERVICES AGREEMENT.

(E) A LICENSEE MAY NOT CHARGE A FEE TO:

(1) PREPARE A FINANCIAL ANALYSIS OR AN INITIAL BUDGET PLAN FOR THE CONSUMER;

~~(4)~~ (2) COUNSEL A CONSUMER ABOUT DEBT MANAGEMENT;

~~(2)~~ (3) PROVIDE A CONSUMER WITH A THE CONSUMER EDUCATION PROGRAM DESCRIBED IN THE LICENSEE'S LICENSE APPLICATION; OR

~~(3)~~ (4) CANCEL RESCIND A DEBT MANAGEMENT SERVICES AGREEMENT.

(F) (1) A LICENSEE MAY NOT REQUIRE A VOLUNTARY CONTRIBUTION FROM A CONSUMER FOR ANY SERVICE PROVIDED BY THE LICENSEE TO THE CONSUMER.