



AMERICAN DEBT ANALYTICS, LLC

CONFIDENTIALITY AGREEMENT

Please Complete agreement and mail or fax it to:

**American Debt Analytics, LLC
5151 Edina Industrial Blvd Suite 200
Edina, MN 55439**

(952) 905-3300 Main Phone

(952) 905-3399 Fax

CONFIDENTIALITY AGREEMENT
FOR REVIEW OF ASSETS
AMERICAN DEBT ANALYTICS, LLC

THIS CONFIDENTIALITY AGREEMENT FOR REVIEW OF ASSETS ("The Agreement") is made this day, the ____ of _____, _____ by and between American Debt Analytics, LLC, ("Seller"), and, _____ ("Bidder").

RECITALS

WHEREAS, Seller is offering for sale certain financial debt instruments ("The Assets"),

WHEREAS, Bidder has requested permission to review and inspect certain information relating to the Assets (the "Confidential Information") in order to perform its own due diligence in connection with a potential purchase of the Assets,

WHEREAS, it is expressly acknowledged by Bidder that all Confidential Information is confidential and/or proprietary in nature and that damages to Seller may result if the Confidential Information is revealed,

WHEREAS, Seller has required Bidder to execute and deliver this Agreement as a condition of its review and inspection of the Confidential Information, and

IN CONSIDERATION of being granted the opportunity to review and inspect the Confidential Information, and to conduct its independent due diligence concerning the Assets, Bidder agrees as follows:

AGREEMENT

1. Confidential Information. Confidential Information as used in this Agreement shall include, but is not limited to, all documents, reports, compilations, notes, analyses, studies, whether oral or in writing, all computer disks and all electronically produced information in any form relating to or in any way pertaining to the Assets. The term "Confidential Information" shall not include information which: (a) is already known to Bidder from sources not known by Bidder to be subject to any confidentiality obligations to Seller; (b) is or becomes generally available to the public other than as a result of a disclosure by Bidder any of its Qualified Persons in violation of confidentiality obligations (as defined below); (c) was independently developed by Bidder after the date hereof without the aid, application or use of the Confidential Information; (d) is required to be disclosed by law or by regulatory or judicial process, in which case Bidder agrees to notify Seller within three (3) business days of its knowledge of such legally required disclosure so that Seller, in its discretion, may seek an appropriate protective order or waive Bidder's compliance with this Agreement. Notice shall be by telephone and in writing. In the absence of a protective order or waiver, Bidder may disclose the relevant Confidential Information, if, in the written opinion of its counsel, failure to disclose such Confidential Information would subject Bidder to liability of contempt, censure or other legal sanction.

2. Purpose. Bidder agrees that its review and inspection of the Confidential Information shall be solely to conduct due diligence, on its own behalf, for the sole purpose of determining whether or not to submit a bid to purchase some or all of the Assets, and for no other purposes. Bidder agrees that credit or consumer report information, if any, contained in the Confidential Information will be used by Bidder solely for the purpose of analyzing the credit transaction or the collectability of such account. Bidder further agrees that its review and inspection shall be on its own behalf and not as an agency, representative or broker of any undisclosed party

3. Non-Disclosure and Use of Confidential Information.

(a) Bidder agrees that, except as set forth below, all Confidential Information shall be used by Bidder solely for the purpose stated in Paragraph 2, above. Bidder further agrees not to disclose any Confidential Information without the prior written consent of Seller to any third party other than to: (i) its employees, officers and directors (including those of its affiliates); (ii) its agents representatives, including attorneys, accountants and financial advisors; or (iii) insurance or reinsurance advisors (collectively, the "Qualified Person"), each of whom shall (i) have a need to know the Confidential Information for the purpose stated in Paragraph 2, above, and (ii) have a clear understanding of their obligation to maintain the confidential status of such Confidential Information and restrict its use in accordance with this Agreement.

3. Non-Disclosure and Use of Confidential Information (contd.)

Bidder shall inform each Qualified Person that receives the Confidential Information of the requirements of this Agreement and shall require such Qualified Person to comply with such requirements.

(b) In the event Bidder or any of its Qualified Persons fails in any respect to comply with its obligations under this Agreement, Bidder shall be liable to Seller for breach of this Agreement. Additionally, in the event of such failure, Seller may, in its discretion, refuse to consider a bid from Bidder on the Assets or to allow Bidder to conduct due diligence on any other assets offered for sale by Seller.

(c) The rights, powers and remedies provided for in the preceding subsection (b) shall be in addition to and do not preclude or limit the exercise of any other right, power or remedy available to Seller under law or in equity, including, without limitation, the seeking of an injunction to prevent disclosure under this Agreement and an order compelling specific protection of Confidential Information subject to this Agreement. No forbearance, failure or delay in exercising any such right, power or remedy shall operate as a waiver thereof or preclude its further exercise.

4. Duplication. No reproductions, other than handwritten summaries or notes and self-generated computer records, of any items of Confidential Information shall be made without the prior written consent of Seller.

5. Restrictions on Contact. Neither the Bidder nor its Qualified Persons shall communicate with any debtor, guarantor, debtor's or guarantor's accountant or attorney, or any of Seller's employees, managers or attorneys relative to any Assets without the prior written consent of Seller.

6. Legal Requirements. Bidder acknowledges that a further inducement for Bidder to restrict the use, reuse and dissemination of the Confidential Information are the restrictions imposed by the Right to Financial Privacy Act, the Privacy of Consumer Financial Information under the Gramm-Leach-Bliley Act, as applicable, and any similar state or federal privacy act or common law.

7. Notices. All notices, waivers, demands, requests or other communications required or permitted by this Agreement, to be effective, shall be in writing, properly addressed, and shall be given either by personal delivery, regular overnight commercial courier with delivery or registered or certified mail, return receipt requested, first class postage prepaid, addressed as follows:

American Debt Analytics, LLC
5151 Edina Industrial Blvd. Ste 200
Edina, Mn 55439

8. Indemnification. Bidder hereby agrees to indemnify, defend (through attorneys reasonably acceptable to Seller and its successor and assigns) and hold Seller and all officers, directors, employees, and agents of Seller harmless from and against any and all claims, causes of action, damages, losses, costs, (including reasonable attorneys fees) and liabilities of any nature, which may at any time be assessed against or suffered by Seller directly or indirectly relating to or arising out of a breach of this Agreement by Bidder or its Qualified Persons.

9. Termination. The restrictions in this Agreement shall terminate as to any of the Assets acquired by Bidder on the upon which full payment is received by Seller, except, that any claim by seller based upon a breach of this Agreement occurring prior to such acquisition shall survive the acquisition unless waived by seller in writing. Additionally, The Purchase and Sale Agreement executed between Bidder and seller for Assets acquired may contain further confidentiality requirements. The terms and conditions of this Agreement shall remain in full force and effect in perpetuity as to any Assets not acquired by Bidder. Bidder shall destroy, or at Seller's request, return to Seller any confidential information relating to the Assets not acquired by Bidder.

10. Facsimile Signatures. This Agreement shall be deemed binding when executed by Bidder and Seller receives the original or facsimile copy. Facsimile signatures shall be deemed valid and binding to the same extent as the original.

11. No Representations or Warranties. Bidder acknowledges and understands that Seller makes no representations or warranties whatsoever, express or implied, with respect to the content, completeness or accuracy of the Confidential Information, except as may be set forth in the Purchase and Sale Agreement. In assessing the Confidential Information, Bidder is relying solely on its own due diligence and inspection, and Bidder agrees that hereby releases Seller and its respective agents, officers, directors, attorneys, employees, contractors and representatives will not have any liability to Bidder relating to the Confidential Information, the use thereof or for any errors therein including, without limitation, attorney's fees, (whether suit is instituted or not) asserted against or incurred by Bidder by reason of the Confidential Information.

12. Entire Agreement. This Agreement represents the entire agreement between the parties hereto relating to the treatment of the Confidential Information heretofore and hereafter reviewed or inspected by Bidder. This Agreement supersedes all other agreements relating to such matters, which have previously been executed by Bidder in favor of Seller. The execution of this Agreement does not create any implied contract right or any other interest in Bidder to purchase any assets of Seller. No such right or interest shall exist except pursuant to The Purchase and Sale Agreement executed by Bidder and Seller.

13. Choice of Law; Venue. This Agreement is to be substantially performed in Minneapolis, Minnesota and the parties agree it shall be interpreted and enforced according to the laws of the State of Minnesota, and, if any dispute arises, the parties select Hennepin County, Minnesota as the sole and proper venue for any actions or proceedings.

IN WITNESS WHEREOF, a duly authorized representative of Bidder has executed this Agreement as of the date set forth above.

Bidder

By: _____
An Authorized Signatory

Address

Telephone

Printed Name

Fax Number

Title

e-mail address