



CONFIDENTIALITY AGREEMENT

This agreement (the "Agreement") is made and agreed to by the entity and/or person designated as the company on the signature page hereof (the "Company") and Unifund CCR Partners, in its own capacity or acting as agent of an affiliate acting as a seller of accounts (hereinafter "Unifund"). Unifund offers for sale certain accounts with the opportunity for due diligence, review and inspection of Evaluation Material (as defined below) conditioned upon the execution and delivery of this Agreement.

For good and valuable consideration, Company and Unifund agree as follows:

Section 1. Definitions

As used herein, the following terms shall have the meanings set forth below for such terms:

"Accounts" means accounts offered for sale by Unifund to the Company.

"Affiliates" means, with respect to any party, any entity more than 50% of the equity interest in or voting power of which is directly or indirectly owned or controlled by such party or which directly or indirectly owns or controls more than 50% of the equity interest in or voting power of such party.

"Evaluation Material" means all information, whether oral, written or otherwise, which Unifund or any of its Representatives (as defined below) furnishes to the Company or any of its Representatives, all analyses, compilations, studies or other documents prepared by the Company or its Representatives containing or based in whole or in part on any information furnished by Unifund or its Representatives and all reproductions of such information. The term Evaluation Material does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by Unifund or its Representatives, (ii) was available to the Company on a non-confidential basis prior to its disclosure to the Company by Unifund or its Representatives, or (iii) becomes available to the Company on a non-confidential basis from a source other than Unifund or its Representatives, provided, that such source is not known by the Company to be prohibited from transmitting the information to the Company or its Representatives by a contractual, legal, fiduciary or other obligation, or (iv) was or is independently developed by the Company or its Representatives.

"Permitted Reproductions" means handwritten summaries or notes and self-generated computer records.

"Representative" means, with respect to any party, the Affiliates of such party and the directors, officers, and employees, of such party and its Affiliates.

"Third Party" means any entity, including, but not limited to, any corporation, partnership, limited liability company or individual.

"Transaction" means any possible or actual form of any acquisition of any or all of the Accounts by the Company from Unifund.

Section 2. Purpose

The Company agrees that its review and inspection of the Evaluation Material shall be solely to conduct due diligence, on its behalf for the purpose of determining whether or not to submit a bid to purchase some or all of the Accounts.

Section 3. Non-Disclosure and Use of Evaluation Material

(a) The Evaluation Material: (i) will be kept confidential by the Company and its Representatives; (ii) shall not, except as hereinafter provided, without the prior written consent of Unifund be disclosed by the Company or its Representatives to any Third Party (other than a Third Party authorized pursuant to Section 3(c) of this Agreement) in any manner whatsoever; and (iii) shall not be used by the Company or its Representatives for any purpose other than evaluation of a transaction. The Company further agrees to transmit Evaluation Material only to those of its Representatives who need to know such information for the purpose of evaluating a Transaction and who have been advised by the Company of the confidential nature of such information and have executed an agreement with the Company substantially in the form of this Agreement.

(b) Except as provided below, the Company will not, and the Company will direct its Representatives not to, disclose to any Third Party (other than a Third Party authorized pursuant to Section 3(c) of this Agreement) the fact that the Evaluation Material has been made available to the Company, that this Agreement exists or the terms hereof, that discussions between the Company and Unifund and their Representatives are taking place or any of the terms, conditions or other facts with respect to a possible Transaction, including the status thereof.

(c) Disclosure of Evaluation Material shall not be precluded under this Agreement, if such disclosure is: (i) required by law or of any other regulatory authority having jurisdiction over the Company; or (ii) in response to a valid subpoena or order of a court or other governmental body or other valid legal process; provided, however, that with respect to any disclosure pursuant to clause (i) or (ii) of this sentence, the Company shall first give notice to Unifund and use reasonable efforts to cooperate with

Unifund so that Unifund may take legally available steps to resist or narrow any applicable request, subpoena or order and obtain an appropriate protective order or other assurance that confidential treatment will be accorded such information.

(d) Promptly upon request from Unifund the Company shall destroy all Permitted Reproductions and will not retain any Permitted Reproductions. Any such destruction shall be certified in writing to Unifund by an authorized officer supervising the same.

(e) This Agreement does not obligate Unifund to provide information or to enter into discussions with respect to a Transaction. The Company further understands and agrees that (a) Unifund shall be free to conduct the process relating to a Transaction as it, in its sole discretion, may determine (including, without limitation, negotiating or entering into a formal agreement with any other prospective party without prior notice to the Company or any other person), (b) any procedures relating to such Transaction may be changed at any time without notice to the Company or any other person, and (c) Unifund reserves the right to reject any and all proposals made by the Company and the right to terminate discussions with the Company at any time.

(f) In the event of any breach of this Agreement, Unifund would be irreparably and immediately harmed and could not be made whole by monetary damages. It is accordingly agreed that Unifund, in addition to any other remedy to which it may be entitled in law or equity, shall be entitled to any injunction or injunctions to prevent breaches of this Agreement and to compel specific performance of this Agreement, without the need for proof of actual damages. In addition to any other remedy available to Unifund, Unifund and the Company acknowledge that the Company's breach or any of the Company's Representatives' breach of Sections 3, 4, 5 and/or 7 of this Agreement will result in actual and substantial damages to Unifund, the amount of which will be difficult to ascertain with precision. Therefore, if the Company or any of the Company's Representatives breach any part of Sections 3, 4, 5 and/or 7 of this Agreement, the Company will pay Unifund the sum of \$10,000.00 for each breach (each breach being each disclosure to any one Third Party of Evaluation Material, each duplication and/or each debtor contact in violation of Sections 3, 4, 5 and/or 7 of this Agreement) as liquidated damages and in preventing the Company's and any of the Company's Representatives' further breach of Sections 3, 4, 5 and/or 7 of this Agreement.

Section 4. The Company's Representations and Warranties

The Company represents and warrants that the Company is not a broker of accounts or accounts receivable and/or is not acting as an owner, a broker or agent in regards to the Accounts which are the subject of this Agreement. The Company shall not contact, or disclose any information, including the fact that Accounts exist, to, any Third Party (other than a Third Party authorized pursuant to Section 3(c) of this Agreement) regarding any of the Accounts for any purpose including, but not limited to, the purpose of acting as a broker or agent to sell the Accounts. The Company shall not disseminate to any Third Party any information concerning the Accounts, including, but not limited to, emails, posting of the Accounts on websites or oral communications as to the Accounts for any purpose including, but not limited to, the purpose of acting as an agent or broker for the sale of the Accounts.

Section 5. Duplication

The Company agrees not to make any reproductions other than Permitted Reproductions of any items of Evaluation Material without prior written consent of Unifund.

Section 6. Limited access

The Company shall inform each of its Representatives that receives any of the Evaluation Material of the requirements of this Agreement and shall require each such Representative to comply with such requirements.

Section 7. Debtor Contact

The Company agrees not to communicate with any debtor, guarantor, debtor's or guarantor's accountant or attorney relative to any Accounts without the prior written consent of Unifund. In addition, the Company agrees not to request Credit Bureau Reports nor to conduct any other activity relative to the Accounts that would be discoverable by or would become known to any debtor.

Section 8. Third Party Fees

(a) Company represents and warrants that neither the Company nor any of its Representatives has any liability, contingent or otherwise, to pay any fees, commissions or other form of compensation to any broker, finder, investment banker, agent or any other third party with respect to the Transaction. Without the prior written consent of Unifund, which consent may be withheld for any reason, neither the Company nor any of its Representatives shall enter into any agreement which would obligate it to pay any fees, commissions or other form of compensation to any broker, finder, investment banker, agent or any other third party with respect to the Transaction. Company shall protect, indemnify, defend and hold Unifund harmless from and against any and all claims, loss, cost, expense (including, without limitation, reasonable attorney's fees and costs of suits), demands, liabilities and damages arising from or related to any claim for fees, commissions or other compensation with respect to the Transaction and arising from any act or omission of Company or any of its Representatives.

(b) Company acknowledges and agrees that Unifund has not agreed to pay Company or any of its Representatives, either directly or indirectly, any fee, commission or other compensation for any reason whatsoever, whether with respect to the Transaction or for introductions by Company of prospective purchasers of the Accounts or for any other reason. Any agreement

by which Unifund would be obligated to pay any fee, commission or other form of compensation to Company shall be made in a separate writing signed by both Company and Unifund.

Section 9. Termination

The restrictions in the Agreement shall terminate as to any of the Accounts acquired by the Company; provided, however, that any claim by Unifund based on a breach of the Agreement occurring prior to such acquisition shall survive unless waived by Unifund in writing. The terms and conditions of the Agreement shall remain in full force and effect as to any Accounts not acquired by the Company. The Company shall destroy or deliver to Unifund any Permitted Reproductions relating to the Accounts not acquired by the Company.

Section 10. Entire Agreement

This Agreement represents the entire agreement between the Company and Unifund to the treatment of Evaluation Material heretofore or hereafter reviewed or inspected by the Company. This Agreement supersedes all other agreements relating to such matters which have previously been executed by the Company in favor of Unifund.

Section 11. Miscellaneous

(a) The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding any choice of law rules that may direct the application of the laws of any other jurisdiction. The parties hereto agree that the State and Federal courts in Hamilton County, Ohio or any other court in which Unifund initiates proceedings will have exclusive jurisdiction over all matters arising out of this Agreement, and that service of process in any such proceeding will be effective if mailed to the Company at their address described below.

(b) In the event that any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

(c) This Agreement may be executed in several counterparts, all of which together shall constitute one and the same agreement and/or by electronic or facsimile transmission.

(d) No forbearance, failure or delay in exercising any right, power or remedy shall operate as a waiver thereof or preclude its further exercise.

All statements and information provided in this application are true. I have verified the accuracy of the statements and information provided in this application. I have the authority to submit this application on behalf of my company/organization.

I accept

Name of person completing this application: _____

In witness whereof, a duly authorized representative of the Company has executed the Agreement as of this _____ day of _____ 20____.

Applicant Signature: _____

Company: _____

By: _____

Kristin Dougherty
VP Sales & Marketing
Unifund CCR Partners

