



CONFIDENTIALITY AGREEMENT FOR REVIEW OF ASSETS

THIS AGREEMENT (Agreement) is made and agreed to by the entity and/or person designated as the Reviewer on the Signature page hereof (Reviewer). **National Debt Holdings, LLC** in its own capacity or acting as a Loan contractor (Seller), offers for sale certain assets with the opportunity for review and inspection of documents, files and other information relating to the Assets (Confidential Information) conditioned upon the execution and delivery of this Agreement.

For good and valuable consideration, Reviewer and Seller agree as follows:

Section 1. Purpose The Reviewer agrees that its review and inspection of the Confidential information 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 assets.

Section 2. Non-Disclosure and Use of Confidential Information

(a) Reviewer agrees that, except as set forth below, all Confidential Information shall be used by Reviewer solely for the purpose stated in Section 1 hereof. Reviewer further agrees not to disclose without written consent of Seller any of the Confidential Information to any third party other than to its employees, officers, and directors (including those of its affiliates), agents and representatives, including attorneys, accountants and financial advisors (collectively, the Representatives) in each case who (i) have a need to know the Confidential Information for the purpose stated in Section 1 hereof, and (ii) have entered into an agreement with the Reviewer substantially in the form of this Agreement.

(b) The term "Confidential Information" shall not include information which: (a) is already known or becomes known to the Reviewer from sources not known by the Reviewer to be subject to any confidentiality obligation to Seller; (b) is or becomes generally available to the public other than as a result of a disclosure by the Reviewer or any of its Representatives; or (c) is required to be disclosed by law or by regulatory or judicial process.

(c) In the event the Reviewer or any of the Representatives fail in any respect to comply with its obligations under this Agreement, the Reviewer shall be Liable to Seller for breach of the Agreement and Seller may pursue any available remedy. In addition, Seller may in its discretion refuse to consider a bid from the Reviewer on the Assets or to allow the Reviewer to conduct due diligence on any other assets

offered for sale by Seller. No forbearance, failure or delay in exercising any right, power or remedy shall operate as a waiver thereof or preclude its further exercise.

Section 3. Review of Confidential Information The Confidential Information will be made available for review by Seller, to Representatives of the Reviewer whose duties include the review and inspection of asset information in other similar transactions or the evaluation of credit, legal or other aspects of such transactions.

Section 4. Duplication The Reviewer agrees to refrain from making any reproductions, other than hand written summaries or notes and self-generated computer records, of any items of Confidential Information without prior written consent of Seller.

Section 5. Limited Access The Reviewer shall inform each of its Representatives that receives any of the Confidential Information of the requirements of this Agreement and shall require each such Representative to comply with such requirements.

Section 6. Debtor Contact The Reviewer agrees not to communicate with any debtor, guarantor, debtor's or guarantor's accountant or attorney relative to any Asset without the prior written consent of the Seller.

Section 7. Termination The restrictions in the Agreement shall terminate as to any of the Assets acquired by the Reviewer; provided, however, that any claim by Seller based on a breach of the Agreement occurring prior to such acquisition shall survive unless waived by Seller in writing. The terms and conditions of the Agreement shall remain in full force and effect as to any assets not acquired by the Reviewer. The Reviewer shall destroy or deliver to Seller any compilations, studies, notes or other documents or records which contain or reflect confidential information relating to the Assets not acquired by the Reviewer.

Section 8. Entire Agreement This Agreement represents the entire agreement between the Reviewer and the Seller to the treatment of Confidential Information heretofore or hereafter reviewed or inspected by the Reviewer. This Agreement supersedes all other agreements relating to such matters which have previously been executed by the Reviewer in favor of Seller.

IN WITNESS WHEREOF, a duly authorized representative of the Reviewer has executed the Agreement as of this ____ day of _____, 201.

REVIEWER: _____

(BUSINESS NAME you are reviewing for)

BY: _____

(Your Signature, Your title, Your Name printed)

MAILING ADDRESS:

PHYSICAL ADDRESS:

PHONE NUMBER: _____ FAX NUMBER: _____