

ASCEND UNITED

Confidentiality Agreement

In connection with the potential purchase and sale of a portfolio of charged off debt, Ascend United, as broker, will provide you with access to certain information about accounts to be offered for sale. In order to protect the confidentiality of the account information, Ascend United requires that you agree to the following before reviewing any account information:

1. You acknowledge that the account relationships between the Lender/Seller and their account holders are confidential. You agree to maintain the confidentiality of all information that you may receive from Ascend United or the Lender/Seller in connection with your review of the portfolio.
2. You agree that no effort will be made by you, any employee, agent or assignee of yours, prior to being awarded the portfolio and the official closing and funding of the sale transaction, to contact any responsible person on any account listed in the account information where the purpose of such contact is to inquire, discuss or review any of the data listed or for the purpose of collecting or attempting to collect any amount which may be owed on any account listed in the account information file.
3. If you do not purchase the portfolio, you agree to destroy any information in your possession relating to specific loan accounts held by the Lender/Seller.
4. You agree to indemnify and hold harmless Ascend United and the Lender/Seller from any claim raised by any borrower based on any unauthorized use of or disclosure of account information by you or any of your employees or agents. Further, you understand that such authorization can only come in writing from Ascend United or an authorized representative of the Lender/Seller.
5. You agree that Ascend United places significant value on the relationship between their clients (Lender/Seller) and Ascend United. You agree that for the duration of this agreement as described in Item 6 plus a period of Twelve (12) consecutive months, you will not solicit a purchase, sale or transact any competing business with Ascend United clients whose portfolios you have reviewed under this agreement; provided, however that nothing herein shall be construed to prohibit you from soliciting a purchase or sale, or transacting competing business with an Ascend United client with which you have an established business relationship prior to the date of this agreement or responding to

or transacting business with an Ascend United client who has contacted you directly and whose portfolio you have reviewed.

6. You acknowledge and agree that this is a global confidentiality agreement and is not specific to any particular loan sale. Once you sign and return it to us, you will be able to review future Ascend United sales offerings under this same confidentiality agreement, until such time as you indicate to us in writing that you are not interested in participating in future sales. Because this confidentiality agreement will cover all future sales, we are unable to accept any modifications to this agreement. When you receive sale announcements in the future after having signed the attached confidentiality agreement (such as the announcement contained in this e-mail), you will simply need to reply to pslater@ascendunited.com or jhuggard@ascendunited.com indicating that you would like to receive the offering materials.

If you agree to these conditions, please sign and complete the information on the signature page and return this form to us by fax at 206-340-4808.

**ASCEND UNITED
Confidentiality Agreement Signature Page**

The undersigned agrees to the foregoing terms and conditions.

Signature: _____

Name: _____

Title: _____

Company: _____

Address: _____

Telephone: _____

Email: _____

Date: _____