

ACCOUNT PURCHASE AGREEMENT

(_____)

THIS ACCOUNT PURCHASE AGREEMENT (this “Agreement”) is made between Seller and Purchaser. All capitalized terms used in this Agreement bear the respective meanings given to such terms in Section 1 below.

WITNESSETH

WHEREAS, Seller has listed certain Accounts for sale on the Website;

WHEREAS, Purchaser has accessed the Website and chosen certain Accounts of Seller that it wishes to purchase; and

WHEREAS, Purchaser has agreed to purchase from Seller, and Seller has agreed to sell to Purchaser, those Accounts that Purchaser has elected on the Website to purchase, subject to, and in accordance with, the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements of the parties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

1. **Definitions.** As used in this Agreement, the following terms have the following meanings:

"**Account**" means a consumer or commercial receivable, which was previously charged off as uncollectible and has been designated to be sold pursuant to this Agreement.

An Account may also be a judgment that resulted from the collection of a consumer or

commercial receivable, which was previously charged off as uncollectible. An Account that is a judgment will be described, as such, on the related Seller Survey.

“**Account Document**” means any application, agreement, billing statement or other correspondence relating to an Account and relevant to the collection of such Account, to the extent such item is in Seller’s possession and reasonably available to Seller, in the form, if any, it exists in Seller’s possession.

“**Bill of Sale**” means a bill of sale in the form attached hereto as **Exhibit A**, which, when executed and delivered by Seller, will transfer title to Accounts purchased by Purchaser.

“**Business Days**” means Monday through Friday, except for federal holidays (e.g., New Year’s Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas) and such other days when banks in the State of Florida or the Governing State or Seller or CMAX is closed for business.

“**Closing Date**” means the date of the Bill of Sale.

“**Closing Statement**” means a closing statement in the form attached hereto as **Exhibit B**, which describes the calculation of the Purchase Price and the manner in which the Purchase Price is to be paid.

“**Confidential Information**” means all oral, written or electronically delivered information and material, in tangible or intangible form, including all copies thereof, partial or complete in whatever media and information, including, but not limited to, names, addresses, telephone numbers and Account numbers.

“**CMAX**” means CMAX NDSE LLC, a Delaware Limited Liability Company and owner of the Website.

“**Debtor**” means the person who is obligated to repay an Account, or if there are multiple persons obligated to repay an Account, all such persons collectively.

“**File Format**” is the type of information that will be provided by Seller with respect to Accounts purchased by Purchaser.

“**Governing State**” means the State of _____.

“**Ineligible Account**” means an Account with respect to which, on or prior to the Closing Date, (a) the Debtor voluntarily filed for bankruptcy protection or involuntarily became subject to bankruptcy proceedings and such bankruptcy was not dismissed or resolved; (b) the Debtor asserted in writing that such Account or any transaction on such Account was fraudulently originated or used, and such allegation was not resolved to Seller’s reasonable satisfaction; (c) the Debtor died; (d) litigation was pending between the Debtor and Seller and/or an affiliate of Seller, other than a class action or a case purported to be class litigation, was pending or such Account was being handled by a collection agency or attorney, provided, however, that the term “pending litigation” shall not include Accounts for which a judgment was obtained; or (e) the Unpaid Balance was satisfied or settled.

“**Purchase Price**” means the amount to be paid by Purchaser to Seller on the Closing Date for the purchase and sale of Accounts sold by Seller, as set forth on the Closing Statement.

“**Purchased Accounts**” means Accounts purchased by Purchaser pursuant to this Agreement.

“**Purchaser**” is the person or entity who has elected to purchase Accounts through the Website in accordance with the terms of this Agreement.

“**Put Back Period**” means the period of time between the Closing Date and 90 (Ninety) days after the Closing Date (including both of those days).

“**Repurchase Price**” means the price arrived at by (a) multiplying (i) the purchase price assigned by Seller to an Ineligible Account at the time of purchase expressed as a percentage of the Unpaid Balance and (ii) the Unpaid Balance of such Ineligible Account at the time of purchase, then (b) subtracting the sum of any payments received by Purchaser with respect to such Ineligible Account. In those instances where a purchase price was not assigned to an Ineligible Account, but, rather, was assigned to the group of Accounts of which the Ineligible Account was a part (such as in a portfolio of Accounts that is subject to bids) the Repurchase Price shall be determined by (a) multiplying the blended rate of such group of Accounts expressed as a percentage of the Unpaid Balance and (ii) the Unpaid Balance of the Ineligible Account at the time of purchase, then (b) subtracting the sum of any payments received by Purchaser with respect to such Ineligible Account.

“**Securities Laws**” means all applicable laws, rules and regulations, including all federal and/or state securities and Blue Sky laws, rules, regulations and requirements.

“**Seller**” means _____

“**Seller’s Address**” means _____

“**Seller Survey**” means certain information pertinent to Accounts, which is disclosed on the Website with respect to such Accounts.

“**Unpaid Balance**” means, as to an Account, the total outstanding unpaid balance, as shown on Seller's books and records as of the last Business Day prior to the Closing Date.

“**Warranty Period**” means the period between the Closing Date and One Year (365) days after the Closing Date (including both of those days).

“**Website**” means the domain of creditmaxsales.net or creditmaxteam.com or www.cmaxndse.com.

2. **Purchase and Sale of Accounts.** The purchase and sale of Accounts shall occur on the Website as follows:

(a) Purchaser shall select those Accounts that it elects to purchase. Provided that those Accounts are eligible and available for purchase at the point of sale, a Closing Statement shall be made available to Purchaser through the Website setting forth the Purchase Price and the manner of payment. On the Closing Date, Purchaser shall purchase all right, title and interest in and to such Accounts, all without recourse or warranty of any kind (including, without limitation, warranties pertaining to title, validity, collectability, accuracy or sufficiency of information), except for such warranties specifically set forth in this Agreement, on the terms and subject to the conditions set forth in this Agreement. As consideration for such purchase, Purchaser shall remit to Seller on the Closing Date an amount equal to the Purchase Price. Payment of the Purchase Price must be received in the manner and by the time and date set forth on the Closing Statement. If the Purchase Price is not received in the manner and by the time and date set forth on the Closing Statement, Purchaser shall be in default of its obligations under this Agreement.

(b) By 5:00 p.m. (eastern standard time) on the second Business Day following the Business Day on which the Purchase Price is received in accordance with (a) above, Purchaser shall receive by electronic mail to the address registered by Purchaser on the Website directions for access to (i) the Bill of Sale covering the Purchased Accounts and (ii) a spreadsheet containing information of the type identified on the File Format available on the Website with respect to the

Purchased Accounts, but such information shall be provided only as it is reasonably available to Seller. Purchaser may at Seller's election receive the foregoing information by other means.

(c) The Bill of Sale shall evidence Seller's sale, assignment and transfer to Purchaser, and Purchaser's purchase, of all of Seller's right, title and interest in and to the Purchased Accounts. Seller reserves the right to reject or revoke any sale or purchase of an Account and to return to Purchaser the Purchase Price received in connection therewith prior to the delivery to Purchaser of the Bill of Sale covering such Account.

(d) Purchaser shall complete and record a Uniform Commercial Code form of financing statement in form and substance satisfactory to Seller upon Seller's request or with Seller's prior written consent. Purchaser authorizes Seller to create and record a Uniform Commercial Code form of financing statement covering the Purchased Accounts without Purchaser's signature and without further notice to or consent from Purchaser, provided, however, that Seller is not obligated to complete or file such statement.

(e) Purchaser acknowledges and agrees that (i) the purchase of Accounts pursuant to this Agreement does not involve, nor is it intended in any way to constitute the purchase of a "security" within the meaning of the Securities Laws and (ii) it is not contemplated that any filing will be made with the Securities and Exchange Commission or pursuant to the Securities Laws of any jurisdiction.

3. **Representations and Warranties of Seller.**

(a) Seller is duly organized, validly existing and in good standing under the laws of its State of creation with full power and authority to enter into this Agreement, to sell the Purchased Accounts and to carry out the terms and provisions hereof.

(b) Seller has all licenses and permits, if any, required by governmental authority to carry on its business as now being conducted that relate to the Purchased Accounts, which licenses and permits are in full force and effect.

(c) The agreement to and the delivery of this Agreement and the performance hereunder have been duly authorized on or prior to the Closing Date by all necessary action on the part of Seller and no provision of applicable law or regulation or the charter or by-laws of Seller or any agreement, judgment, injunction, order, decree or other instrument binding upon Seller is or will be contravened by Seller's agreement to and the delivery of this Agreement or Seller's performance hereunder.

(d) No authorization, consent, approval, license, qualification or formal exemption from, nor any filing, declaration or registration with, any governmental agency or regulatory authority or any other body is required in connection with the agreement to, or the delivery or performance by Seller of, this Agreement, which authorization, consent, approval, license, qualification or formal exemption from, or filing declaration or registration has not been obtained on or prior to the Closing Date.

(e) Seller has good and marketable title to each of the Purchased Accounts sold hereunder and each of the Purchased Accounts shall be transferred free and clear of any lien, claim or encumbrance created by Seller.

(f) The sale of the Purchased Accounts to Purchaser hereunder (i) is not made in contemplation of the insolvency of Seller, (ii) is not made with the intent to hinder, delay or defraud the creditors of Seller, (iii) has been approved by an officer of Seller with the authority to approve the sale of the Purchased Accounts, (iv) will be recorded in the records of Seller, and (v)

represents a bona fide and arm's length transaction undertaken for adequate consideration in the ordinary course of Seller's business.

(g) To Seller's knowledge, each of the Purchased Accounts has been maintained and serviced in compliance with all applicable state and federal laws.

(h) None of the Purchased Accounts is subject to pending collection or, to Seller's knowledge or belief, other litigation; provided, however, that the term "pending litigation" shall not include Accounts on which a judgment was obtained.

(i) Seller has and shall maintain sufficient resources to perform its obligations pursuant to this Agreement.

(j) To Seller's knowledge and belief, the information set forth in the Seller Survey is true and correct.

(k) EXCEPT AS PROVIDED IN THIS SECTION, THE PURCHASED ACCOUNTS ARE BEING SOLD "AS IS" AND "WITH ALL FAULTS", WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO EITHER CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE ABILITY OF PURCHASER TO COLLECT UPON OR RESELL THE PURCHASED ACCOUNTS, AND SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PURCHASED ACCOUNTS.

All representations and warranties contained in this Section 3 with respect to the Purchased Accounts shall survive the Closing Date, until the expiration of the Warranty Period.

4. **Representations and Warranties of Purchaser.**

(a) Purchaser is duly organized, validly existing and in good standing under the laws of the State of its creation with full power and authority to enter into this Agreement, to purchase the Purchased Accounts, and to carry out the terms and provisions hereof.

(b) Purchaser has all licenses and permits, if any, required by governmental authority to carry on its business as now being conducted, which licenses and permits are in full force and effect.

(c) The agreement to and the delivery of this Agreement and the performance hereunder have been duly authorized on or prior to the Closing Date, by all necessary action on the part of Purchaser and no provision of applicable law or regulation or the charter or by-laws of Purchaser or any agreement, judgment, injunction, order, decree or other instrument binding upon Purchaser is or will be contravened by Purchaser's agreement to and delivery of this Agreement or Purchaser's performance hereunder.

(d) No authorization, consent, approval, license, qualification or formal exemption from, nor any filing, declaration or registration with, any governmental agency or regulatory authority or any other body is required in connection with the agreement to or the delivery or performance by Purchaser of this Agreement, which authorization, consent, approval, license, qualification or formal exemption from, or filing declaration or registration has not been obtained on or prior to the Closing Date.

(e) Purchaser is a sophisticated buyer that is in the business of buying and collecting Accounts of the type being purchased or otherwise deals in the collection of charged-off debt in the ordinary course of Purchaser's business.

(f) Purchaser's primary purpose in purchasing Accounts is to: (i) attempt legal collection of the Unpaid Balances owed on such Accounts and (ii) commence an action or proceeding against Debtors obligated on such Accounts when such action is legal and appropriate under the circumstances existing at the time.

(g) Purchaser has made such independent investigations as Purchaser has deemed necessary as to the nature, collectability and value of the Purchased Accounts, and as to all other facts that Purchaser deems material to such purchase, Purchaser is making such purchase solely on the basis of such investigation and its own judgment and the representation and warranties of Seller expressly set forth in this Agreement. Purchaser is not acting in reliance on any representation, warranty or information, except to the extent expressly set forth herein.

(h) Purchaser is purchasing the Purchased Accounts for its own account, for investment purposes and not with a view to the distribution thereof. Purchaser shall not, directly or indirectly, offer, transfer, sell, assign or pledge any of the Purchased Accounts (or solicit any offers to buy, purchase or otherwise acquire any of the Purchased Accounts) or any direct or indirect interests therein, except in compliance with all Securities Laws and this Agreement.

All representations and warranties contained in this Section 4 with respect to a Purchased Account shall survive the Closing Date applicable to such Account until the expiration of the Warranty Period.

5. **Operations.**

(a) Seller shall have no obligation with respect to credit bureau reporting for the Purchased Accounts. Seller may in its sole discretion, at its cost, report the status of the Purchased Accounts to the appropriate credit reporting agencies.

(b) Purchaser shall not refer any inquiries from a Debtor whose Account was purchased by Purchaser pursuant to this Agreement to Seller, but to handle any such inquiries directly with Seller or its designee.

(c) Purchaser shall notify Seller in writing of any unauthorized misappropriation, disclosure or use by any person of any Confidential Information in contravention of this Agreement, which may come to Purchaser's attention, and to take immediate steps to limit, stop or otherwise remedy such misappropriation, disclosure or use.

(d) If Purchaser elects to report the Purchased Accounts to the appropriate credit reporting agencies, Purchaser shall, at its cost, accurately and appropriately report Purchased Accounts to such agencies as Purchaser and transferee of the Purchased Accounts.

(e) Purchaser and Seller shall promptly notify the other of any threatened or pending claim, liability, legal proceeding or regulatory inquiry or action related to any of the Purchased Accounts involving or affecting the other.

6. **Account Documentation.**

(a) Seller shall make a good faith effort to provide copies of Account Documents for each Purchased Account to the extent Account Documents are available at the costs set forth on the Seller Survey applicable to such Purchased Account. Purchaser acknowledges that Seller has no obligation to provide to Purchaser any Account Document or other information that is not in the possession of and reasonably available to Seller.

(b) Payment for retrieval of Account Documents and executed affidavits are due upon Purchaser's request for any such Account Documents.

(c) If Purchaser files any legal action to collect on a Purchased Account and requests or subpoenas an officer or employee of Seller or an affiliate of Seller to appear at a trial, hearing or

deposition to testify with respect to such Purchased Account, Purchaser will pay Seller or the affiliate for the officer's or employee's time in traveling to, attending and testifying at the trial, hearing or deposition, whether or not the officer or employee is called as a witness, at the hourly rate of such officer or employee. Purchaser will also reimburse Seller or its affiliate for the officer's or employees' out-of-pocket, travel-related expenses.

(d) Seller shall have no liability of any kind or nature whatsoever for a failure to produce documentation. Purchaser should refer to the Seller Survey applicable to the Purchased Accounts that is published on the Website for any further limitations or requirements imposed by Seller that may affect the availability of documentation or other media for the Purchased Accounts.

7. **Compliance with the Law.** Purchaser shall (and shall ensure that any subsequent purchasers, assignees, transferees, agents, contractors, service providers and/or third-party debt collectors shall) comply with all requirements of all applicable federal, state and local laws, rules and regulations and court orders in its collection efforts with respect to the Purchased Accounts and in its conduct with respect to the Debtors of the Purchased Accounts. Without limiting the foregoing, Purchaser shall comply with the Bankruptcy Code, state debt collection and licensing laws, the Federal Fair Debt Collection Practices Act, the Federal Consumer Credit Protection Act, the Federal Fair Credit Reporting Act and all state and federal privacy laws. In the event Purchaser receives a notice from any state or federal agency that it is being investigated for violations of any debt collection practices, statute or regulation or is the subject of any regulatory inquiry or complaint, Purchaser shall promptly, but in no event more than ten (10) days after receipt of such notice, notify Seller that such investigation, inquiry or complaint has been initiated. Purchaser shall provide Seller with details of the allegations made and of Purchaser's intended response thereto.

8. **Indemnification.** Purchaser shall indemnify and hold Seller and CMAX and their respective parents, affiliates, subsidiaries, predecessors, successors and assigns and their respective officers, directors, employees, and agents (collectively, the “Seller Indemnified Parties”) harmless from and against any claims, actions, suits or other actual or threatened proceedings, and all losses, judgments, damages, expenses or other costs (including reasonable attorneys’ fees and disbursements of counsel) incurred or suffered by Seller or CMAX or any other Seller Indemnified Parties by reason of or in connection with:

(a) any actions or omissions of Purchaser or its employees, contractors, representatives or agents;

(b) any actions or omissions of any subsequent purchaser or transferee or successor in interest in the Purchased Accounts or any of their respective employees, contractors, representatives or agents;

(c) the breach during the Warranty Period of any representation or warranty made by Purchaser herein, or

(d) the breach by Purchaser of any covenant made by Purchaser herein. At their sole option, Seller Indemnified Parties shall have the right to require Purchaser to assume the defense of any such claim, action, suit or other actual or threatened proceeding and to directly pay for all losses, judgments, damages, expenses or other costs (including all attorneys’ fees and disbursements of counsel), which may be imposed or incurred.

Seller shall indemnify and hold Purchaser and Purchaser’s officers, directors, employees, and agents (collectively, the “Purchaser Indemnified Parties”) harmless from and against any claims, actions, suits or other actual or threatened proceedings, and all losses, judgments, damages, expenses or other costs (including reasonable attorneys’ fees and disbursements of counsel)

incurred or suffered by Purchaser or any other Purchaser Indemnified Parties by reason of (a) any breach during the Warranty Period of any representation or warranty made by Seller herein; or (b) the breach by Seller of any covenant made by Seller herein. At their sole option, Purchaser Indemnified Parties shall have the right to require Seller to assume the defense of any such claim, action, suit or other actual or threatened proceeding and to directly pay for all losses, judgments, damages, expenses or other costs (including all attorneys' fees and disbursements of counsel), which may be imposed or incurred.

Neither Seller nor Purchaser may enter into a settlement of any claim for which such party is providing indemnification, without the other party's prior written consent, which consent may not be unreasonably withheld, unless such settlement provides for a complete release of the Purchaser's Indemnified Parties or the Seller's Indemnified Parties, as the case may be.

9. **Relationship.**

(a) Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, joint venture, partnership or fiduciary relationship between the parties and neither party shall have the right or authority to act for or on behalf of the other with respect to any matter.

(b) Notwithstanding any sale, transfer or other disposition by Purchaser of the Purchased Accounts purchased pursuant to this Agreement, Purchaser shall continue to be subject to all terms and conditions set forth herein as to such Purchased Accounts.

10. **Notices.**

Any and all notices or other communications required or permitted to Seller under this Agreement shall be in writing and shall be delivered by Federal Express or similar courier service

for delivery the next business morning, addressed to Seller's Address or to such other address as Seller shall have designated to Purchaser by written notice to Purchaser.

Any and all notices or other communications required or permitted to Purchaser under this Agreement shall be in writing and shall be delivered by electronic mail or by Federal Express or similar courier service for delivery the next business morning, addressed as follows:

By courier: _____

By electronic mail: _____

11. **Entire Agreement.** This Agreement, including exhibits, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged and incorporated herein. No representations, warranties, and/or covenants have been made by either party to the other, except as expressly set forth herein.

12. **Assignment.** Purchaser shall not assign this Agreement, except with the prior written consent of Seller. Any permitted assignment shall not relieve Purchaser from its obligations under this Agreement. If Purchaser sells, transfers or otherwise disposes of the Purchased Accounts, Seller shall have no obligation to any such purchaser, transferee or acquirer of such Purchased Accounts.

13. **Use of Seller's Name.**

(a) In any litigation which Purchaser undertakes to collect monies owed on the Purchased Accounts, it shall sue in its own name and shall not include the names of CMAX or Seller (or the names of any of Seller's predecessors in interest) in the caption of the action, either as a plaintiff or in any other capacity.

(b) Purchaser shall not use the names of CMAX or Seller (or the names of any of Seller's predecessors in interest) in any way in the operation of its collection of the Purchased Accounts or in its dealings with the Debtors of the Purchased Accounts, including, but not limited to, in connection with the endorsement of checks or drafts or the preparation of letters or forms, except as required by law.

14. **Reimbursement of Ineligible Accounts.**

(a) Seller shall use reasonable efforts to determine that the Purchased Accounts do not include any Ineligible Accounts. If, within the Put Back Period, it is reasonably determined by Purchaser or Seller that an Ineligible Account was included among the Purchased Accounts on such Closing Date, then Seller shall reimburse Purchaser an amount equal to the Repurchase Price for such Ineligible Account upon receipt of documentary proof as set forth on **Exhibit C** attached hereto from either party showing such Account to be an Ineligible Account. In addition, Purchaser shall refund to Seller all payments Purchaser has received on such Ineligible Account (except to the extent that such payments were applied to reduce the Repurchase Price) and execute a bill of sale assigning all right, title and interest to such Ineligible Account back to Seller. Such reimbursement shall be Purchaser's sole remedy in the event Seller has sold Ineligible Accounts to Purchaser. In no event shall a repurchase of an Ineligible Account release, discharge or relieve Purchaser from any claim of any third party with respect to the underlying Ineligible Account or its collection.

(b) Purchaser shall within ten (10) days after Seller's request provide Seller with an encrypted Excel spreadsheet reconciliation sale file using encrypted software approved by Seller. The Excel spreadsheet shall include a list of Purchased Accounts, Seller's account number for each such Purchased Account, Debtor's first and last name, and social security number. Such list will exclude Ineligible Accounts repurchased by Seller.

(c) Seller shall have the right to recall and repurchase a Purchased Account for any one or more of the following reasons: (i) such Account is recalled by a predecessor in interest of Seller; (ii) such Account is subject to or the subject of pending or threatened suit, action, arbitration or other legal proceeding or investigation; or (iii) Seller makes a good faith and commercially reasonable determination that failure to recall and repurchase such Account may have an adverse impact on Seller, Purchaser and/or the Debtor. Upon receipt of written notice that a Purchased Account is being recalled, Purchaser shall execute a bill of sale, substantially in the same form as the Bill of Sale, assigning all right, title and interest to such Account back to Seller and Seller shall pay to Purchaser an amount equal to the Repurchase Price for such Account. Purchaser shall refund to Seller all payments Purchaser has received on such Account (except to the extent such payments were applied to reduce the repurchase price). Such payment by Seller of the Repurchase Price shall be Purchaser's sole remedy in the event Seller has sold to Purchaser an Account that is subsequently recalled. In no event shall such recall release, discharge or relieve Purchaser from any claim of any third party with respect to such Account or its collection.

15. **Payments.** All payments received on Purchased Accounts by Seller on or after the Closing Date shall be remitted to Purchaser within thirty (30) days of receipt by Seller. Payments received by Seller more than one hundred eighty (180) days after the Closing Date shall be remitted to Purchaser within thirty (30) days of Seller's receipt, with Seller retaining ten (10%) percent of such payment as a service fee.

16. **Provision of Account Information.** Purchaser agrees to provide Seller from time to time with information with respect to particular Purchased Accounts or particular batches of Purchased Accounts, which Seller needs to, reconcile Seller's accounting records with respect to such Accounts or batches of Accounts, provided such information is reasonably available to

Purchaser. Purchaser shall provide to Seller upon request the names and addresses of any subsequent purchaser, transferee or acquirer of the Purchased Accounts.

17. **Insurance.** Purchaser shall, during the term of this Agreement, maintain at its sole expense professional or general liability insurance with a financially sound and reputable insurer in an amount of at least one million (\$1,000,000) dollars per occurrence. Purchaser, upon request, shall provide a copy of its certificate of insurance to Seller by delivering such copy to Seller at the Seller's Address.

18. **Severability.** If any term or condition of this Agreement should be held invalid by a court or tribunal; of competent jurisdiction in any respect, such invalidity shall not affect the validity of any other term or condition hereof. If any term or condition of this Agreement shall be held unreasonable as to time, scope or otherwise by such a court or tribunal, it shall be construed by limiting or reducing it to a minimum extent so as to be enforceable under then applicable law. The parties acknowledge that they would have executed this Agreement with any such invalid term or condition excluded or with any such unreasonable term or condition so limited or reduced. The parties acknowledge that no presumption or other means of construction shall exist against either party drafting this Agreement.

19. **Survival.** The provisions of this Agreement shall survive the termination or cancellation of this Agreement, but such survival shall be limited when expressly provided for herein.

20. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to grant to any person any right, remedy or claim under or in respect of this Agreement or any provision hereof, other than to (a) the parties hereto, and their successors and permitted assigns and (b) and CMAX with respect to Purchaser's obligations in Sections 8, 13 and 22.

21. **Brokers.** Neither party hereto has had or is having any dealings with, or has received any services from any finder, broker, agent or other similar party, who is or will be entitled to a commission, fee or other payment of any nature in connection with this Agreement or any transaction contemplated hereby.

22. **Purchaser's Duty to Keep Information Confidential.** Purchaser shall keep confidential, and shall cause its officers, directors, employees and agents to keep confidential, any and all Confidential Information obtained from Seller or CMAX concerning the assets, properties, and business of Seller or CMAX or their respective affiliates, and shall not use such Confidential Information for any purpose other than those contemplated by this Agreement, provided, however, that Purchaser shall not be subject to the obligations set forth in the preceding clause with respect to any Confidential Information provided to it by Seller or CMAX, which either (i) was in Purchaser's possession at the time of Seller's or CMAX's disclosure, (ii) is lawfully obtained by Purchaser from a third party, (iii) is or becomes a matter of public knowledge, or (iv) is required to be disclosed to any governmental authority. The foregoing exceptions shall not apply with respect to any Confidential Information that is nonpublic personal information within the scope of covered by the Gramm-Leach-Bliley Act of 1999. Purchaser agrees that Seller and/or CMAX would suffer irreparable harm and that damages caused by a breach of this Section 22 would be impossible to calculate and may, therefore, be an inadequate remedy. Accordingly, Purchaser agrees that Seller and CMAX shall be entitled to temporary and permanent injunctive relief against Purchaser and/or its agents for any threatened or actual breach hereof. In the event Seller or CMAX initiates any action to enforce the obligation of Purchaser or its agents hereunder, Purchaser agrees to reimburse Seller and CMAX for all costs and expenses, including reasonable attorney's fees, incurred by Seller and CMAX in this regard. Nothing in this Agreement shall be construed to limit Purchaser's

obligation under any provisions of any other confidentiality agreement entered into between Purchaser and Seller or CMAX.

The limitations and restrictions contained in this Section shall end with respect to the Confidential Information relating to the Purchased Accounts once the closing of the purchase of such Accounts is consummated.

23. **Public Announcement.** Neither Purchaser nor Seller shall make any public announcement of this Agreement or provide any information concerning this Agreement or the subject matter hereof to any representative of the news media or any other person not a party to this transaction without the prior approval of the other party. The parties herein will not respond to any inquiry from public, governmental or administrative authorities concerning this Agreement without prior consultation and coordination with each other.

24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Governing State, without regard to any conflict of law principles. THE PARTIES AGREE THAT ANY LEGAL ACTIONS AMONG PURCHASER AND SELLER REGARDING THIS AGREEMENT OR THE PURCHASED ACCOUNTS SHALL BE BROUGHT IN THE STATE OR FEDERAL COURTS OF THE GOVERNING STATE AND EACH OF THE PARTIES THEREBY CONSENTS TO THE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS) IN ANY SUCH ACTION AND WAIVES ANY OBJECTION TO VENUE LAID THEREIN. BOTH PARTIES ALSO AGREE TO IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AMENDMENT HERETO. The prevailing party in any such litigation

shall be entitled to reimbursement for its reasonable attorney's fees and the cost of expenses of litigation.

25. **Remedies Cumulative.** Each right, power and remedy of Seller provided for in this Agreement or now or hereafter existing in law and in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise and the exercise or commencement of the exercise by one party of any one or more of those rights powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such rights, powers or remedies.

26. **Section Headings.** Section headings are for reference only and will not affect the interpretation or meaning of any provision of this Agreement.

27. **Waivers.** No waiver of any single breach or default of this Agreement shall be deemed a waiver of any other breach or default of this Agreement.

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[SIGNATURE PAGE OF PURCHASE & SALE AGREEMENT]

28. **ELECTRONIC ACCEPTANCE OF ACCOUNT PURCHASE AGREEMENT.** PURCHASER’S ELECTRONIC ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BIND PURCHASER TO THE TERMS OF THIS AGREEMENT WITHOUT ANY FURTHER EXECUTION OR DELIVERY OF THIS AGREEMENT. PURCHASER SHALL EXECUTE AND DELIVER TO SELLER AT SELLER’S REQUEST A HARD COPY ORIGINAL OF THIS AGREEMENT.

The undersigned seller of accounts (“Seller”) confirms that the foregoing terms and conditions constitute the account purchase and sale agreement pursuant to which the accounts listed for sale on CMAX NDSE LLC’s website shall be sold.

Seller’s Company Name:

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

BILL OF SALE

FOR VALUE RECEIVED, and pursuant to the terms and conditions of the purchase and sale agreement between _____ (“Seller”) and _____ Purchaser”) (the “Agreement”), Seller does hereby sell, assign and convey to Purchaser, its successors and assigns, all right, title and interest of Seller in and to those certain accounts described in **Exhibit A** attached to this Bill of Sale (the “Accounts”).

This Bill Of Sale is executed without recourse, warranty or representation of any kind, expressed or implied, including, without limitation, any warranty or representation as to the collectability of the Accounts, except as specifically provided in the Agreement.

Executed this _____ day of _____ 2011.

SELLER:

Signature: _____

Name: _____

Title: _____

EXHIBIT B
CLOSING STATEMENT

DATE:	
SELLER:	
PURCHASER:	
FILE NAME:	
NUMBER OF ACCOUNTS:	
TOTAL UNPAID BALANCE:	
PURCHASE PRICE PERCENTAGE:	
PURCHASE PRICE:	
WIRING INSTRUCTIONS:	

The Purchase Price must be received by wire transfer in accordance with the wiring instructions set forth above no later than 5:00 p.m. (eastern standard time), on the first Business Day following the date of the Closing Statement.

Purchaser's purchase of the Accounts is an affirmation that Purchaser has agreed to and accepted the terms and conditions of the applicable purchase and sale agreement available under the domain creditmaxsales.net and that the purchase of the Accounts covered by this Closing Statement is subject to the terms and conditions contained therein.

All capitalized terms used in this Closing Statement bear the same respective meanings given to such terms in the applicable purchase and sale agreement.

EXHIBIT C

REQUIRED DOCUMENTATION FOR REIMBURSEMENT OF INELIGIBLE ACCOUNTS

BANKRUPTCY

Information as to the following:

- Chapter; and
- Date filed; and
- Docket number; and
- Joint or individual filing; and
- Attorney name and telephone number; and
- Court district name.

Bankruptcy filing date must be on or prior to the Closing Date. If the bankruptcy is an individual filing and the Account is a joint Account, the Account will not be repurchased unless both Debtors have filed.

DECEASED

- Copy of death certificate; or
- Letter from attorney indicating date of death; or
- Verification from Department of Social Security indicating date of death; or
- Copy of credit bureau indicating date of death; or
- Copy of obituary.

Date of death must be on or prior to the Closing Date or the Account will not be repurchased. If a joint Account; both Debtors must have died on or prior to the Closing Date.

FRAUD CLAIMS

- Letter from Debtor or Debtor's attorney alleging fraud received on or prior to the Closing Date, which allegation was resolved to Seller's satisfaction by the Closing Date; or
- A copy of the Debtor's identity theft report.

PREVIOUSLY SETTLED

- Letter from either Seller or Seller's collection agency stating the Account was settled.