

Confidentiality Agreement for Review of Assets

In connection with your interest in considering the purchase of certain unsecured credit card accounts (a "Transaction") from Global Acceptance Credit Company, LP and its affiliates (collectively, the "Seller"), the Seller is furnishing you with certain information, much of which is non-public and proprietary in nature. All information furnished (irrespective of the form of communication) to you, and to your officers, partners, directors, employees, agents or representatives, including without limitation attorneys, accountants, consultants and financial advisors (each, a "Recipient" and collectively, the "Recipients") by the Seller, its affiliates, or any of its representatives or agents relating to a Transaction, and all analyses, compilations, data, studies or other documents prepared by you or any Recipient, or based in whole or in part on any such furnished information or reflecting your review or assessment of certain loan assets of the Seller, is collectively referred to as the "Information." Seller will provide you with Information as reasonably required by you on the condition that you and any Recipient keeps such Information confidential in accordance with the terms and conditions set forth below. In consideration of your being furnished with the Information, you agree that:

1. The Information will be kept confidential and (i) you or any Recipient will not, without the prior written consent of the Seller, disclose the Information in any manner whatsoever in whole or in part, (ii) will not be used by you or any Recipient, directly or indirectly for any purpose other than evaluating a Transaction, or (iii) will not use the Information to access or obtain additional Information not essential to evaluating the Transaction. You further agree to transmit the Information only to those Recipients who need to know the Information for the purpose of evaluating a Transaction, who are informed by you of the confidential nature of the Information and who are provided with a copy of this Agreement and agree in writing to be bound by the terms of this Agreement.
2. Without the Seller's prior written consent, neither you nor any Recipient will disclose to any other person the fact that the Information has been made available, that investigations, discussions or negotiations are taking place concerning a possible Transaction involving you and the Seller or any of the terms, conditions or other facts with respect to any such possible Transaction, including the status thereof or the terms or conditions of any bid relating thereto, except as required by law and then only with prior written notice to the Seller. The term "person" used in this Agreement shall be interpreted to include without limitation, any corporation, company, group, partnership or individual. Without limiting the generality of the foregoing, no Recipient shall communicate with any obligor, debtor, guarantor, or obligor's, debtor's or guarantor's accountants, attorneys, employees, affiliates or other representatives, relative to any loan asset without the prior written consent of the Seller.

3. Without the Seller's prior written consent, neither you nor any Recipient may copy any portion of the Information. **The Information, and if applicable, all copies thereof will be returned to the Seller immediately upon the Seller's request.** Notwithstanding the return of the Information, you and each Recipient will continue to be bound by the respective obligations hereunder. Recipient's obligations here-over shall survive beyond any period during which Recipient acts as a purchaser as described hereunder without regard to whether any business transaction contemplated herein takes place, except to the extent such confidentiality provisions are superseded by the terms of a purchase or similar agreement.
4. This Agreement shall be inoperative as to such portions of the Information, which (i) are or become generally available and known to the public other than as a result of a disclosure directly or indirectly by you or any Recipient; (ii) become lawfully available to you on a non-confidential basis from a source other than the Seller or one of its agents or representatives, which is not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Seller or any other party with respect to any portion of the Information or (iii) were lawfully known to you on a non-confidential basis prior to their disclosure to you by the Seller or one of its representatives.
5. You understand that the Seller has endeavored to include in the Information those materials that are believed to be reliable and relevant for the purpose of your evaluation, but understand and acknowledge that neither the Seller, nor any of its agents or representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Information. You agree that neither the Seller, nor any of its agents or representatives shall have any liability to you or to any Recipient as a result of the use of the Information by you or any Recipient, it being understood that only those particular representations and warranties, which may be made by the Seller in a definitive agreement, when, as and if such an agreement is executed, and subject to such limitations and restrictions as may be specified in such agreement, shall have any legal effect. You further agree that unless and until a definitive agreement regarding a Transaction has been executed, neither you nor the Seller will be under any legal obligation of any kind whatsoever with respect to any such Transaction by virtue of this Agreement except for the matters specifically agreed to herein. You acknowledge and agree that the Seller reserves the right, in its sole discretion, to reject any and all proposals made by you or any Recipient regarding a Transaction and to terminate discussions and negotiations with you at any time.
6. In the event that you or anyone to whom you transmit the Information pursuant to this Agreement is requested or becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, criminal or civil

investigative demand or similar process) to disclose any of the Information, prior to such disclosure, you will use your best reasonable efforts to provide the Seller with prompt written notice so that the Seller may seek (with your cooperation, if so requested by the Seller) a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Seller waives compliance with the provisions of this Agreement, you will furnish only that portion of the Information which you are advised by counsel is legally required, and will exercise your best efforts to cooperate with the Seller in the Seller's efforts to obtain reliable assurance that confidential treatment will be accorded the Information.

7. You shall protect, defend, indemnify, save and hold harmless the Seller, its officers, employees, agents and representatives against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, damages or liability (including attorney's fees) of any kind or nature, by or in favor of anyone whomsoever, resulting from, arising from or occasioned in whole or in part by an act or omission by you or your Recipients in its use of the Information. This agreement to defend, indemnify, protect, save and hold harmless shall be in addition to any other obligations or liability that you may have at common law or by statute, or otherwise.
8. You agree that the Seller shall be entitled to equitable relief, including injunction and specific performance, in the event of any material breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a material breach of this Agreement by you or any Recipient but shall be in addition to all other remedies available at law or in equity.
9. You hereby acknowledge that you are aware, and that you have advised each Recipient, that the securities laws of the United States prohibit any person who has material non-public information about a corporation from purchasing or selling securities of such corporation without the prior public dissemination of such information.
10. It is further understood and agreed that no failure or delay by the Seller in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder operate as a waiver thereof.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and to be performed within Texas, without reference to conflict of laws principles.

If you agree with the foregoing, please sign, date and return two copies of this Agreement, which will constitute our agreement with respect to the subject matter herein.

Global Acceptance Credit Company, LP

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, a duly authorized representative of the Reviewer has executed the Agreement as of this _____ day of _____, 2008.

**CONFIRMED AND AGREED AS OF
THE DATE WRITTEN ABOVE:**

REVIEWER:

(Business name you are reviewing for and representing)

BY:

(Signature)

Title:

Print Name:

Address:

(Street)

(City, State & Zip)

E-mail Address:

Telephone Number:
