

PURCHASE AND SALES AGREEMENT

This Purchase and Sales Agreement (the "Agreement") is entered into on **June 6, 2026**, by and between [REDACTED], hereinafter referred to as the "Seller," and [REDACTED] hereinafter referred to as the "Purchaser" or "OC" (Other Contracting Party).

WHEREAS, Seller is the beneficial holder of certain surplus fund claims (the "Claims"), which have been confirmed by the respective courts and trustees as approved surplus recoveries, and which Seller has assembled into specific tranches of assets, as described more fully here (each, a "Assets"); and

WHEREAS, Purchaser desires to acquire from Seller a beneficial interest in one or more Assets, including the right to share in the proceeds of recoveries related thereto, with all claims confirmed and pending disbursement, on the terms and subject to the conditions set forth herein and as described here.

SALE OF RIGHTS:

1.1 Asset: The Seller agrees to sell, transfer, and convey to the Buyer, and the Buyer agrees to purchase from the Seller, a 100% beneficial fractional interest in Seller's rights, title, and interest in and to the Asset identified here (the "Asset"), comprising confirmed and court-authorized surplus recoveries pending disbursement, together with all rights to receive Purchaser's pro rata share of proceeds from the recovery of the Asset, as described here.

1.2 Asset Tracking ID: **wlt-opp**, as referenced in Seller's internal asset management system.

ASSET VALUE:

2.1 Asset Value: The total Asset value is **\$130,000**.

PURCHASE PRICE AND TRANSFER OF PAYMENT:

3.1 Purchase Amount: The total purchase price for the Asset shall be **\$100,000**.

3.2 Payment Terms: The Purchaser agrees to pay the purchase amount in the following manner: A payment of **\$100,000** shall be paid upon the execution of this Agreement.

3.3 Transaction Fee: In addition to the Purchase Amount specified in Section 3.1, the Purchaser agrees to pay a non-refundable transaction fee of **\$0** to the Seller, payable upon execution of this Agreement.

EVENT OF DEVIATION:

4.1 Notification: In the event the final disbursed proceeds fall short of the Asset value stated in the PSA, Payee shall promptly notify the Maker in writing, and Maker agrees to cover such shortfall.

CONFIDENTIALITY:

4.1 The Parties agree that during the term of this Agreement, they are likely to obtain, have access to, or become aware of information and materials that each party deems to be confidential, proprietary, or of strategic importance, including without limitations, the Product, all data, trade secrets, knowledge, information, technology, designs, systems, techniques, methods, processes, know-how, business projections, and intellectual property, marketing and sales information, information about the business of each of the Parties and their affiliates whether or not reduced to writing.

4.2 The Parties acknowledge that the success, profitability, and competitive position of each of the Parties require that strict confidentiality be maintained at all times with respect to all confidential information and that any breach of such confidential information is capable of causing substantial damage to any of the Parties. The Parties agree to:

4.2.1 hold all of the confidential information in confidence and not to use same other than in accordance with the terms of this Agreement and performance of their obligations hereunder;

4.2.2 not to publish or disclose the confidential information, whether directly or indirectly, or to assist any other party in doing same; and

4.2.3 not to disclose or assist in the disclosure of any confidential information to anyone other than to each Party's respective, employees, agents, and affiliates who have a need to know such information in order for the Parties to comply with their respective obligations hereunder, but in such event, each of the parties shall ensure that their employees, agents, and affiliates who have access to the confidential information shall comply with these provisions.

NOTICES:

5.1 Notices: Notice by either party under this Agreement shall be in writing and personally delivered or given by email, addressed to the other party at its email address given herein (or at such other email address as may be communicated to the other party in writing) and shall be deemed to have been served when delivered or, if delivery is not accomplished by reason of some fault of the addressee, when tendered in writing.

REPRESENTATIONS AND WARRANTIES:

6.1 Seller's Representations: The Seller represents and warrants that, as of the effective date of this Agreement: (a) Seller is the legal and beneficial owner of the Asset, with good, valid, and marketable title, free and clear of all liens, encumbrances, and claims of third parties, except as disclosed here; (b) The Asset consists exclusively of confirmed surplus fund receivables, with final surplus amounts verified by the applicable courts or trustees; (c) All necessary filings, assignments, and documentation required to complete the claims process have been duly executed and submitted by Seller, and no further action is required by Seller other than administrative processing by the applicable courts or trustees; (d) Seller has full power and authority to enter into this Agreement and consummate the transactions contemplated herein; (e) There are no pending or threatened legal actions against the Seller that could materially affect the Seller's ability to perform its obligations under this Agreement; (f) The information contained here is true, correct, and complete in all material respects as of the Effective Date.

6.2 Purchaser's Representations: The Purchaser represents and warrants that, as of the effective date of this Agreement: (a) Purchaser has the financial capability to fulfill its payment obligations under this Agreement; (b) Purchaser is a sophisticated investor capable of evaluating the merits and risks associated with purchasing the Asset, and acknowledges that returns are dependent on the timing of court or trustee disbursements; (c) Purchaser is in agreement with the stated value of the Asset as set forth here; and (d) Purchaser is not aware of any facts or circumstances that could materially impact its ability to fulfill its obligations under this Agreement.

INDEMNIFICATION:

7.1 Seller's Indemnification: The Seller agrees to indemnify and hold harmless the Purchaser from any claims, losses, liabilities, or damages arising out of any breach of the Seller's representations and warranties.

7.2 Purchaser's Indemnification: The Purchaser agrees to indemnify and hold harmless the Seller from any claims, losses, liabilities, or damages arising out of any breach of the Purchaser's representations and warranties.

GOVERNING LANGUAGE:

8.1 Language: This Agreement is drafted in the English language, and any translations are provided for convenience. In the event of a dispute, the English version shall prevail.

FORCE MAJEURE:

9.1 Definition: Neither party shall be liable for any failure or delay in performance under this Agreement due to any event beyond the reasonable control of the affected party, including but not limited to acts of God, war, terrorism, pandemics, strikes, and government actions.

MISCELLANEOUS:

10.1 Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, understandings, or agreements between them, whether oral or written.

10.2 Amendments: No amendments to this Agreement shall be valid unless made in writing and signed by both parties.

APPLICABLE LAW, DISPUTE RESOLUTION:

11.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

11.2 Dispute Resolution: In the event that a dispute arises between the parties, the Purchaser waives any and all rights to file a legal proceeding in Court against Seller. Both parties shall refer the dispute to arbitration in the event that a dispute cannot be solved amicably. The Purchaser, by entering into this contract waives the right to decide the jurisdiction in which binding arbitration shall occur. Seller shall choose the jurisdiction it believes to be appropriate for binding arbitration. Binding arbitration will consist of a panel of three arbitrators. The Purchaser shall appoint one Arbitrator of their choosing to represent their interest. Seller shall appoint an arbitrator of their choosing to represent its interests. The appointed arbitrators shall then mutually agree on a third, neutral arbitrator. The rules of the arbitration at the chosen jurisdiction, shall govern the rules, policies, and laws of said arbitration.

IN WITNESS WHEREOF, this Agreement is executed and duly signed by its respective authorized representatives, intending to be legally bound hereby as of the date first above written.

(SELLER)	
(PURCHASER)	By checking the "I agree" box within the platform's purchase process, the Purchaser affixes their electronic signature hereto, in accordance with the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN Act), with the same legal effect as a handwritten signature.

