

Payment instructions

MAKE CHECK PAYABLE TO: “Oghma Credit Services, Inc.”

MAIL TO: 40485 Murrieta Hot Springs Rd #389, Murrieta, Ca 92563



Investment Agreement

Section I - Disclosure, Section II - Qualification, Section III - Non-Disclosure, Section IV - Retention Agreement

Section I – Disclosure

By signing this Investment Application, without waiving any of your rights pursuant applicable federal or state laws, you covenant and agree as follows:

1. You acknowledge and agree that (i) Oghma Credit Services, Inc., has the right to accept or reject this investment application in whole or in part, and (ii) applications need not be accepted by Oghma Credit Services, Inc., in the order in which applications are received.
2. You understand that a purchase of debts involves certain risk factors and conflicts of interest.
3. You are aware that no federal or state agency has approved or made any finding or determination regarding the fairness of the purchase of debts or any recommendation or endorsement of an investment in debts.
4. You have the requisite knowledge and experience to evaluate the relative business and tax aspects and risks, or you have relied upon the advice of experienced advisors with regard to tax aspects and risks, and other considerations involved in purchasing debts.
5. You and your counsel or advisors (collectively, “representatives”) have made or have had the opportunity to make such inspections as you or they, as the case may be, deemed necessary to complete your evaluation of a purchase of debts, or otherwise. It has been called to your attention by those persons with whom you have dealt in connection with your proposed purchase of debts, that the Corporation has been formed quite recently.
6. You are purchasing debts with a reasonable expectation of an economic profit from such purchase, separate from tax benefits. You understand that the offer and sale of the debts have not been registered with the Securities and Exchange Commission.
7. Your commitment to investments in debts is not disproportionate to your net worth, and your purchase of debts will not cause such commitment to become excessive.
8. You have adequate net worth and means of providing for your current needs and contingencies to sustain a complete loss of your investment at the time of investment, and have no need for liquidity in connection with the debts purchased by you. You currently can afford a complete loss of the amount you will pay for debts.
9. You have attained the age of majority (as established in the state in which you reside), if an individual and you have no legal disability with respect to entering into a contractual relationship with debt sellers and executing this application.
10. By your signature hereto and by checking and initialing the applicable line below, you hereby specifically represent and warrant that you are the sole party in interest with respect to the purchase of debts, that you satisfy the net worth or income requirements set forth to the line checked by you, and that you are eligible to purchase such debts pursuant to the suitability standards of your state of residence and, if different, of the state in which the debts are to be purchased. In the event of sales of debts to fiduciary accounts, the respective fiduciary represents and warrants that such conditions are satisfied by that fiduciary, by the respective fiduciary account, or by the contributor who directly or indirectly supplies the funds for the purchase of debts. You are aware that Oghma Credit Services, Inc., and their agents will rely upon your foregoing representations and warranties.
11. You agree to indemnify and hold harmless Oghma Credit Services, Inc., and their respective officers, directors, affiliates, accountants, attorneys, agents and other representatives from and against all damages, losses, costs and expenses (including reasonable attorneys’ fees) which they may incur by reason of any breach of any representation, warranty, covenant or agreement made by you herein or in connection with the purchase of the debts, or in any document provided by you to Oghma Credit Services, Inc.,.
12. All information which you have provided to Oghma Credit Services, Inc., concerning your financial situation and knowledge of financial business matters and set forth in the completed Suitability Questionnaire submitted herewith is correct and complete as of the date set forth at the end hereof, and if there should be any material change in such information prior to Oghma Credit Services, Inc., receiving this application, you will immediately provide a representative with that material change.
13. You are now a bona fide citizen of the United States of America and a bona fide resident of the state set forth herein and the address and Social Security Number or federal tax identification number set forth herein are your true and correct residence and Social Security Number or federal tax identification number.

Section II – Qualification

Accredited Investor(s):

14. You are an “accredited investor” (initial applicable line(s)):

- _____ you have an individual net worth, or a joint net worth with your spouse, in excess of \$1,000,000;

- _____ you had an annual income in excess of \$200,000.00 or a joint income with your spouse of \$300,000.00 in each of the two (2) years immediately before the year in which debts are purchased by you and you reasonably anticipate that in the year in which you purchase debts you will have an annual income in excess of \$200,000.00;

- _____ you are a bank;

- _____ you are an investment company pursuant to the Investment Company Act of 1940;

- _____ you are a director or executive officer of Oghma Credit Services, Inc.,;

- _____ is an entity (including a corporation, partnership, IRA, or Keogh plan account) in which all of the equity owners (or beneficiaries in the case of IRA or Keogh plan Accounts) individually are accredited investors as described above. In which event, each equity owner is signing and delivering concurrently herewith an Investment Application and Suitability Questionnaire. (Note: a Keogh plan I which individual beneficiaries direct the investment of segregated accounts for their individual benefit may subscribe if the individual directing the subscription is accredited); or

- _____ you are an employee benefit plan (i) in which investment decisions are made by a plan fiduciary which is a bank, insurance company or registered investment advisor, or (ii) which has total assets exceeding \$5,000,000.00

Non-Accredited Investor: (initial applicable line):

15. In the alternative, you are not an accredited investor, but you satisfy the standard or standards checked below (initial applicable line):

- _____ you have an annual gross income of at least \$60,000.00 and a net worth (exclusive of home, home furnishings and automobiles) of at least \$100,000.00;

- _____ irrespective of annual gross income, you have a net worth of \$225,000.00 (determined with the same exclusions specified immediately above); or

- _____ in the event of sales to fiduciary accounts, you, as the fiduciary, represent and warrant that such conditions are satisfied by the fiduciary, the fiduciary account or the contributor who directly or indirectly furnishes the funds for the purchase of debts.

Section II - Qualification (Cont'd)

Investment

You are purchasing a total of (\$ _____) by (initial applicable line):

Initial _____ \$ _____ paid by _ cashier's check; or _ personal check.

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40485 Murrieta Hot Spring Rd #389
Murrieta, California 92563

Print name(s) in which you will be investing:

NAME: (1) _____

Soc. Sec. or Tax I.D. No. _____

NAME: (2) _____

Soc. Sec. or Tax I.D. No. _____

Address: _____

City _____ State _____ Zip _____

Title to your purchased debts is to be held as follows (initial one):

- (a) _____ Husband & Wife, as community property
- (b) _____ Joint Tenants
- (c) _____ Tenants in Common
- (d) _____ Individual
- (e) _____ Corporation
- (f) _____ Partnership
- (g) _____ Trust
- (h) _____ Other Please describe: _____

NOTE: BY SIGNING THIS INVESTMENT APPLICATION AND UPON ACCEPTANCE THEREOF, YOU ARE ENTERING INTO AN AGREEMENT AND AGREEING TO INVEST MONEY WITH OGHMA CREDIT SERVICES, INC.

The undersigned hereby certifies that the undersigned has answered the foregoing to the best of the undersigned's knowledge that the undersigned's answers are complete and accurate, and the undersigned declares under penalty of perjury that the foregoing is true and correct.

DATED: _____, 20____, at _____

Customer Signature _____ Spouse _____

NOTE: If investment is to be in more than one name, all subscribers must sign.

INVESTOR SUITABILITY QUESTIONNAIRE

If you are acting as agent for a corporation, partnership, trust or other entity, any reference to the term "you" shall mean such corporation, partnership trust or other entity.

Please complete this Questionnaire and sign, date and deliver to Oghma Credit Services, Inc., 40485 Murrieta Hot Spring Rd #389 Murrieta, CA 92563.

PLEASE PRINT OR TYPE. IF THE ANSWER TO ANY QUESTION IS 'NONE' OR 'NOT APPLICABLE', PLEASE SO SPECIFY. THANK YOU.

INDIVIDUALS

Please complete the following information if you are investing as an individual or jointly with another individual:

Name: _____ Spouse's Full Name, if jointly held: _____

Date of Birth: _____

Citizenship: _____

Permanent Home Address: _____

City _____ State _____ Zip _____

Marital Status: Married Single

Address for notices, if different: _____

City _____ State _____ Zip _____

Telephone - Home: (____) _____ Office: (____) _____ Cell: (____) _____

Social Security or Tax I.D. Number: _____

Occupation or Business: _____

Are you acting for your own account? Yes No

If you are not acting for your own account, please complete the following:

(a) Capacity in which you are acting (e.g., agent, representative, administrator, trustee, etc.)

(b) Name, address and home and business telephone numbers of person(s) you represent:

(c) Please attach evidence of authority authorizing you to represent each person.

1. Does your proposed purchase of debts exceed:

10% of your net worth (excluding home, furnishings and automobiles)? Yes No

2. Does your proposed purchase of debts exceed:

20% of your net worth (excluding home, furnishings and automobiles)? Yes No

3. Please indicate the general, business or professional education and degrees received by you (or, if the purchaser is a corporation, partnership, trust or other entity, by the person completing the Questionnaire on its behalf).

School _____ Degree _____ Year Received _____

Investment Experience:

- (a) Frequency of investment in market securities: Often Occasionally Seldom Never
- (b) Frequency of investment in commodities futures: Often Occasionally Seldom Never
- (c) Frequency of investment in options: Often Occasionally Seldom Never
- (d) Frequency of investment in securities purchased on margin: Often Occasionally Seldom Never

Please describe your principal business activities (or the business activities of the corporation, partnership, trust or entity) during the past five years:

You hereby acknowledge that the foregoing statements are true and accurate to the best of your information and belief and that you will promptly notify Oghma Credit Services, Inc., of any changes in the foregoing answers.

IN WITNESS WHEREOF, I have executed this Questionnaire on _____, 20____,

In _____ (City), _____ (State).

Signature _____ Signature _____

Printed Name _____ Printed Name _____

Title _____ Title _____

SECTION III

NON-DISCLOSURE NON-CIRCUMVENTION & CONSULTING AGREEMENT

This Non-disclosure Non-circumvention and Consulting Agreement (the "Agreement") is made this _____ day of _____, 20____, among Oghma Credit Services, Inc., ("Consultant") and _____, (Client).

WHEREAS, Consultant has experience in the resale of distressed debt portfolios, has consulted with individuals and other businesses on the purchase, acquisition and resale of distressed debt portfolios, and is acquainted with one or more persons, or entities, who may be interested in exploring the possibility of purchasing certain debt instruments that may be offered for resale by Client; and

WHEREAS, Client is interested in consulting with Consultant concerning opportunities to purchase certain distressed debt portfolios or instruments; and

WHEREAS, in order to allow Consultant to provide services to Client, Consultant has agreed to provide certain information to Client concerning the identity, business operations, assets, and financial condition of certain persons, or entities, which information includes certain confidential and proprietary information that is valuable to and exclusive property of Consultant;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Consulting Services: Introduction to Third Parties.

- (a) During the term of this Agreement, Consultant will introduce Client to third parties who may be interested in selling certain debt portfolios or debt instruments, and Consultant will otherwise assist Client with the purchasing of distressed debt portfolios as the parties may agree.
- (b) The introduction of third parties to Client shall be made by written notice to Client stating the name and contact information for such potential investors. If Client already has established a relationship with any third party introduced by Consultant prior to the time of receipt of such notice, Client shall within 48 hours thereof provide written notice to Consultant of such prior relationship.

2. Confidentiality, Nondisclosure.

- (a) All information provided by Consultant to Client as confirmed in writing pursuant to paragraph 1(a) above or otherwise as identified in writing as confidential (the "Consultant Confidential Information") including but not limited to the name, contact information, business operations, assets, and financial condition of certain persons, or entities, and information concerning such party's potential interest in any proposed purchase or sale or other transaction, is the confidential information of Consultant. In order to safeguard its confidentiality and to facilitate discussions concerning potential purchases of distressed debt portfolios or other assets offered for resale by Client, Client (i) shall keep secret the Consultant Confidential Information; (ii) shall not use the Consultant Confidential Information for any purpose whatsoever other than evaluating the possibility of obtaining such purchases; (iii) shall not disclose any of the Consultant Confidential Information directly or indirectly, to third parties; and (iv) shall not transmit any Consultant Confidential Information to individuals other than such Client officers, attorneys, representatives, or agents who need to know such information for purposes of consummating a transaction and who are informed of the confidential nature of such information and agrees to be bound by the terms of this paragraph.
- (b) All information provided by Client to Consultant concerning its confidential business transactions, contacts and other information identified in writing as confidential (the "Client Confidential Information") is the confidential information of Client. In order to safeguard its confidentiality and to facilitate discussions concerning potential purchases of distressed debt portfolios or other assets offered for resale by Client, Consultant (i) shall keep secret the Client Confidential Information; (ii) shall not use the Client Confidential Information for any purpose whatsoever other than evaluating the possibility of obtaining such purchases; (iii) shall not disclose any of the Client Confidential Information directly or indirectly, to third parties; and (iv) shall not transmit any Client Confidential Information to individuals other than such Consultant officers, attorneys, representatives or agents, who need to know such information for purposes of consummating a transaction and who are informed of the confidential nature of such information and agrees to be bound by the terms of this paragraph.

3. Non-Circumvention.

- (a) Client shall not use, or assist others in using, any Consultant Confidential Information for competitive trade purposes or to circumvent Consultant in any transaction or contact with any person or entity introduced by Consultant without Consultant's prior written approval. Client shall deal exclusively through Consultant in communicating with any third party Consultant introduces or discloses to Client in writing, which may include email communications. The obligations created by this paragraph shall continue throughout the term of this Agreement, any renewal or extension thereof, and shall survive the termination of the Agreement for a period of 5 years.
- (b) Consultant shall not use, or assist others in using, any Client Confidential Information for competitive trade purposes or to circumvent Client in any transaction or contact with any person or entity without Consultant's prior written approval.
- (c) The obligations created by this paragraph shall continue throughout the term of this Agreement, any renewal or extension thereof, and shall survive the termination of the Agreement for a period of 5 years either (i) the date of first introduction of Client to Seller; or (ii) the last date of such Client's purchase of any product from Seller, whichever is later.

4. Term; Termination. This Agreement is effected upon the date first set forth above and shall terminate one year thereafter, but the term of the Agreement may be extended by mutual agreement of the parties in writing or by conduct. Client shall have the right to terminate this Agreement at any time upon five (5) days written notice to Consultant. The provisions of paragraphs 2 and 3 shall survive termination of this Agreement for a period of 5 years either (i) the date of first introduction of a Client to Seller; or (ii) the last date of such Client's purchase of any product from Seller, whichever is later.
5. Relationship of the Parties. The relationship between Consultant and Client shall be that of independent contractor and not that of agents, joint ventures, partners, or employer-employee. No party shall have the authority to bind the other.
6. Attorneys' Fees. In the event of any dispute under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.
7. Amendment. This Agreement shall not be modified or amended except by means of a writing signed by each of the parties to this Agreement.
8. No Assignment. The parties may not assign or delegate their rights or obligations under this agreement without first obtaining the written consent of the other.
9. Notices. All notices under this Agreement shall be in writing and shall be made by (i) email; (ii) by facsimile; (iii) by personal service; (iv) by registered mail return receipt requested; (v) by Federal Express or similar established national overnight delivery service. Notice shall be addressed to each party at its address as set forth below. Either party may notify the other party of a different address to which notices shall be sent in writing to the then-current address.
10. Severability. If any provision of this Agreement shall under any circumstances be deemed invalid or inoperative to any extent, it is agreed and understood that such invalidity shall not invalidate the whole Agreement, but the Agreement shall be construed as not to contain the provision or provisions deemed invalid or inoperative.
11. Governing Law. The construction and interpretation of this Agreement shall at all times and in all respects be governed by and construed according to the laws of the State of California.
12. Counterparts. This Agreement may be executed and delivered in any number of counterparts, all of which, when executed and delivered, shall have the force and effect of an original.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Client Signature: _____ Name: _____ Title: _____

Address: _____

City _____ State _____ Zip _____



 Paul K Singh[Signature]
 40485 Murrieta Hot Springs Rd #389 Murrieta, CA 92563
 Tel: (951) 402-68874 • Fax (320) 451-3012
 email: support@oc-s.org

(PLEASE SIGN REVERSE SIDE / LAST PAGE

"RETENTION/BROKER" AGREEMENT)

SECTION IV - RETENTION/BROKER AGREEMENT:

THIS AGREEMENT is made by and between Oghma Credit Services, Inc., (hereinafter referred to as MANAGEMENT) and _____ (hereinafter referred as CLIENT) this _____ day of _____, 20_____.

The MANAGEMENT and CLIENT hereby agree as follows:

1. MANAGEMENT will manage collection services for CLIENT and CLIENT will pay MANAGEMENT a fee on any amounts recovered on a monthly basis as follows: 10% until CLIENT'S principal is recovered, then 50% thereafter.
 - a. CLIENT expressly authorizes MANAGEMENT to enter into standard collection service agreements on client's behalf with whichever agency MANAGEMENT deems appropriate to service debts owned by CLIENT and authorizes said collection service to remit collected funds to MANAGEMENT.
 - b. An additional contingency fee will be charged by the collection agency that MANAGEMENT approves and assigns to service debts. This fee is typically 25% to 40% of gross collections. MANAGEMENT pledges to retain the best collection agency at the lowest cost to CLIENT. MANAGEMENT'S contingency fee will be calculated from net dollars due to CLIENT after collection agency fees.
 - c. MANAGEMENT will charge a one-time brokering fee of 10% of the purchase price of debts purchased by CLIENT. A broker fee of 5% of the purchase price of debts will be charged by MANAGEMENT on any purchase of additional debts thereafter.
2. CLIENT agrees to notify MANAGEMENT immediately of all direct payments received after an account has been forwarded to MANAGEMENT and CLIENT understands that MANAGEMENT is entitled to a full contingency fee on all monies recovered whether paid to MANAGEMENT or to the CLIENT directly. Failure to pay the fee to MANAGEMENT within thirty (30) days of receipt of the payment may result in an interest fee being assessed at the legal statutory rate.
3. MANAGEMENT agrees to remit to CLIENT, on monthly basis, monies due to CLIENT on accounts that have been collected during the preceding month, up to a total of 2% of the initial cost of the debt portfolio, but reserves the right to distribute additional or less funds in certain circumstances. MANAGEMENT, or collection service, will furnish an appropriate statement, which will reflect the collected monies less the contingency fee.
4. CLIENT shall not terminate MANAGEMENT'S authority to handle a particular file for a one-hundred and eighty (180) day period from the date of receipt. CLIENT further agrees that subsequent to this one-hundred and eighty day (180) day authorization, CLIENT will give at least forty-five (45) days prior written notice requesting the file returned. However, in those instances where a payment agreement has been made between MANAGEMENT and CLIENT'S debtors, MANAGEMENT shall not return the account until the debtor has paid in full.
5. While MANAGEMENT is working an account or series of accounts, CLIENT shall have no contact with the debtors and shall refer all debtors to MANAGEMENT.
6. CLIENT authorizes MANAGEMENT to settle on disputed balances. MANAGEMENT agrees that no settlement under 50% will be accepted by a collection agency without MANAGEMENT'S approval.
7. It is understood by both parties that should legal action be recommended by a collection agency on any account, and said agency is willing to bear the costs of such action, CLIENT expressly authorizes MANAGEMENT at its sole discretion to evaluate and decide whether legal action in the interest of CLIENT should be initiated. In cases where litigation is recommended, and said agency is not willing to bear the costs, CLIENT will be notified and asked in writing whether he wishes to pursue legal action, and CLIENT agrees to forward all court costs associated with legal action. No account in such an instance will go to litigation until receipt of said fees. In the event that a third party lawsuit or a counterclaim is filed CLIENT will be responsible to hire an attorney to defend the legal action.
8. MANAGEMENT may determine that it is necessary to report a debtor to the credit bureau to aid in collection efforts. There may be a fee for this service. The CLIENT is responsible for the accuracy of this information and agrees to indemnify and hold MANAGEMENT harmless from any actions resulting from said report. Once MANAGEMENT places a debtor into the credit bureau CLIENT is responsible to remit MANAGEMENT the agreed upon contingency fee on any and all monies which CLIENT may collect for the seven (7) year period as MANAGEMENT will continue working on the account.
9. In the event that litigation is necessary in remedying any breach of this Retention Agreement, the parties all will be directed to binding Arbitration as directed through the Riverside County Bar Association, located at 4129 Main Street Suite 100 Riverside, CA 92501, with all expenses being shared equally by the parties. Each agrees and acknowledges that the laws of California shall govern the validity construction, interpretation, and effect of this agreement.

This AGREEMENT shall be binding upon the two parties. The parties hereto have here unto set their hands and seal this _____ day of _____, 20_____

Client Signature

Pau K Singh, President
Oghma Credit Services, Inc.,