

Provider Agreement



Physician's Name ("Provider"): _____

Practice Name: _____

Address: _____

City: _____ State _____ Zip: _____

Website: _____ Email: _____

Contact: _____ Phone: _____ Fax: _____

Date: _____ (Rev. 4/12/04)

This Health Care Provider Agreement (the "Agreement") is entered into effective as of the date set forth above (the "Effective Date") by and between Reliance Finance Company, LLC ("Reliance") with its principal place of business at 8730 Wilshire Boulevard, Suite 350, Beverly Hills, CA 90211, and the physician identified above ("Provider") with his, her or its principal place of business at the location set forth above.

Reliance and Provider desire to establish a business relationship whereby Provider at its option may assign and Reliance at its option may purchase Physician Services Installment Sale Contracts ("Contracts") evidencing consummated credit sales of certain physician services ("Services") provided by Provider.

In consideration of the agreements contained herein, Reliance and Provider hereby agree as follows:

1 Acquisition of Contracts: Reliance may, from time to time, purchase, on a non-recourse basis, Contracts in the Form of Exhibit A attached hereto (the "Contracts") completed in a manner satisfactory to Reliance. Contracts shall be assigned to Reliance by Provider pursuant to a Completion Statement and Assignment in the form of Exhibit B attached hereto (the "Assignment") completed in a manner satisfactory to Reliance. Provider's obligations under such Assignments shall be in addition to those set forth in this Agreement. If there is any conflict between the terms of such Assignments and this Agreement, the terms of this Agreement shall control.

2 Acceptance of Contracts: Each Contract purchase by Reliance shall be subject to the following terms and conditions:

a Receipt of the original Contract, originals or copies of all other writings and business records pertinent thereto, and a copy of Provider's physician license, all in compliance with requirements and policies issued by Reliance from time to time.

b Acceptance by Reliance of Contract for purchase under this Agreement will occur only at such time as Reliance is in receipt of materials referenced in paragraph 2 a. above and written proof executed by Provider that the Services financed by the Contract have been performed within thirty (30) days of said Contract.

3 Contract Purchase: Prior to Reliance's acceptance of a Contract for Purchase, Reliance and Provider will agree upon the price to be paid by Reliance for said Contract, the amount of which purchase price shall be set forth in the related Assignment, and payment of which purchase price shall be tendered following acceptance by and upon the proper assignment of the Contract to Reliance. Provider will have sold and otherwise transferred to Reliance all of Provider's right, title and interest in and to the Contract, including without limitation all payments and/or collections in connection therewith.

4 Notice to Obligor Regarding Payments: Provider shall notify each Obligor that is a party to a Contract that has been purchased by Reliance that Reliance is the sole and exclusive owner of the Contract and that all payments thereafter should be made directly, solely and exclusively to Reliance. In the event that, for any reason whatsoever, Provider, its agents or representatives shall inadvertently come into possession of any payments due or becoming due under a Contract that has been sold to Reliance, Provider shall make any necessary endorsements and immediately remit the same in original form directly to Reliance.

5 Provider Representations and Warranties: Provider hereby, and upon submission of each Contract for purchase by Reliance under this Agreement, represents and warrants that (a) Provider has received the down payment, if any described in the Contract, (b) the Contract is in full force and effect, is legally enforceable and is the undisputed obligation of the person(s) who owe(s) or guarantee(s) the obligations under the Contract (the "Obligor(s)"), (c) Provider has the power, authority and legal right to originate and own such Contracts, (d) Provider has the power, authority and legal right to sell, assign and transfer each Contract to Reliance and enter into the related Assignment, (e) Provider is duly authorized and licensed to perform the Services and otherwise to do business in the state in

which the Services are performed, (f) each Contract shall arise from a bona fide sale of Services by the Provider pursuant to the terms of the Contract, (g) the Obligor has the option to either purchase the Services for the cash price set forth in the Contract or to purchase the Services through a credit sale evidenced by the Contract, (h) Provider offers to sell its financing Contracts to more than one purchaser, (i) prior to the assignment of the Contract to Reliance, Provider has performed all of the Services as well as all of its obligations under each Contract, (j) the Services have been properly performed, or will be performed within thirty (30) days of the execution of the Contract, in compliance with all applicable standards of care, (k) Provider maintains in full force and effect medical malpractice and other insurance in accordance with guidelines established by Reliance from time to time for Providers operating in Provider's state, (l) upon payment by Reliance, Provider shall have conveyed good and indefeasible title to such purchased Contracts and proceeds thereof free and clear of all liens, claims, or encumbrances, (m) Provider, its agents or representatives have not received any payments under the Contract except for those remitted to Reliance in the manner set forth in Section 4 above, and (n) Provider has not discouraged any person from applying for financing or otherwise discriminated against any person in connection with financing, on a basis of race, color, religion, national origin, sex, marital status or age.

6 Indemnification: Provider hereby agrees to indemnify and hold Reliance harmless from any and all claims, actions, rescissions, suits, proceedings, damages, loss, liabilities and indebtedness, including but not limited to attorney's fees and costs of suit, arising out of, connected with or in any manner relating to the Services, including the representations by Provider herein with respect to the Services, or any dispute or contention with respect thereto, whether well founded, baseless or otherwise.

7 Termination: This Agreement may be terminated at any time by either party upon written notice to the other, provided, however, that such termination shall not affect the representations, warranties and responsibilities of the parties hereto as to any Contract heretofore sold to Reliance under this Agreement or any related Assignment.

8 Independent Contractors: Reliance and Provider act as independent contractors of each other. Nothing herein or in the Assignments shall be deemed to constitute Reliance and Provider as partners, joint venturers, or principal and agent. Except as expressly contemplated by this Agreement or the Assignments, Reliance and Provider have no authority to bind each other legally or equitably by contract, admission, acknowledgment or undertaking or to represent each other as to any matters.

9 Further Assurances: Provider agrees to execute and deliver, and authorizes Reliance to execute, deliver and file for itself or on behalf of Provider, any documents, including forms under the Uniform Commercial Code, necessary or desirable to confirm, protect or renew Reliance's interests in purchased Contracts.

10 Entire Agreement: This writing and all Assignments hereunder constitute the full and complete agreement and understanding between the parties hereto and supersedes any and all similar agreements heretofore executed.

11 Amendments and Waiver: The terms and conditions of this Agreement or any Assignment may be amended or waived only by a written instrument signed by both Provider and Reliance. The terms of this Agreement apply to all Contracts assigned to Reliance by Provider, including those assigned prior to the date of this Agreement.

12 Notices: Any notice, demand or other communication required to be or otherwise given under this Agreement or an Assignment must be in writing and shall be deemed to be delivered to a party (a) when delivered by hand or courier, (b) when sent by confirmed facsimile with a copy sent by other means specified in this Section, (c) when received if sent by overnight courier or (d) six (6) days after the date of mailing if mailed by pre-paid certified or registered mail, return receipt requested, postage pre-paid, to the address specified for each party above (or at such other address as a party may from time to time specify by notice delivered in the foregoing manner).

13 Governing Law: This Agreement and each Assignment is delivered and is intended to be performed in the State of California, regardless of the residence or place of business of Provider. Any dispute as to the validity, construction, enforcement or performance of this Agreement or any Assignment, or any of their respective provisions, shall be determined in accordance with the internal law, and not the law of conflicts, of the State of California.

14 Attorneys' Fees and Costs: In the event of any litigation between the parties arising out of or relating to this Agreement, an Assignment or a Contract, the prevailing party therein shall be entitled to obtain its reasonable attorneys' fees and costs of the proceedings from the other party.

BY SIGNATURE HEREUNDER THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND AND AGREE TO THE TERMS CONTAINED HEREIN:

IN WITNESS WHEREOF, Provider and Reliance have entered into this Agreement as of the Effective Date.

PROVIDER: PLEASE ATTACH A COPY OF YOUR PHYSICIAN'S LICENSE.

Provider: _____ Reliance Finance Company, LLC

By: _____ By: _____

Title: _____ Title: _____