

# EXCLUSIVE REPRESENTATION AGREEMENT

THIS AGREEMENT is being entered into and shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “*Effective Date*”), by and between the parties of 1<sup>st</sup> Choice Funding (and its affiliates as “*Assignee*”) located at 17118 HH Hwy, Neosho, MO 64850 and \_\_\_\_\_, (“*Provider Assignor*”) whose address is \_\_\_\_\_

does hereby agree to the following terms for representation regarding the sale, liens, liquidation, or factoring of medical patient files.

A. Provider Assignor is a Healthcare provider who performs medical services resulting in the creation of Accounts Receivable as defined herein.

B. Provider Assignor is properly licensed pursuant to all applicable laws and has, as of both the date of the rendition of medical service of the Accounts Receivable and the date of assignment of the Accounts Receivable defined herein, all necessary federal, state and local permits, licenses and any other required authorizations to render services to Qualified Patients (defined below) to sell, service, lien, all such Accounts Receivable as defined herein.

C. Assignee desires to purchase, service, factor, lien etc., from Provider Assignor Accounts Receivable pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals by the terms and provisions set forth below, the receipt and sufficiency of which consideration is acknowledged, each of the parties agree to the following:

## 1. DEFINITIONS.

1.1. “*Accounts Receivable*” means patient accounts from services furnished by Provider Assignor to a Qualifying Patient for which an account has not been paid, sold, pledged or assigned, either directly or collaterally to any other person or entity prior to the date such account is assigned to the Assignee through this executed agreement.

1.2. “*Authorized Billed Charges*” means the Provider Assignor’s charges for services furnished to all Qualifying Patients which Provider Assignor hereby represents and warrants as both usual and customary for its practice at the time of service and were agreed to by the Qualifying Patient.

1.3. “*Qualifying Patient*” means patients to whom Provider Assignor furnishes treatment and or services.

1.4. “*Servicing of Accounts Receivable*” Servicing of Provider Assignor’s Accounts Receivable means Assignee shall perform all collections of Provider Assignor’s Accounts Receivable for each Qualifying Patient enrolled who executes a Patient Responsibility Agreement authorizing Provider Assignor and its Assignee’s with collection authority after obtaining treatment and/or services.

1.5 **“Purchasing of Accounts Receivable”** Purchasing Provider Assignors Accounts Receivable means Provider Assignor receives a lump sum payment for Qualifying Patient contracts whose contracts are pre-approved by Assignee for elective Health care services. For patients who qualify for credit for primary Health care services, shall Assignee purchase in a lump sum amount from Provider Assignor Qualifying Patients outstanding A/R per the terms herein. Through a variety of methods utilized in benefit of Provider Assigner, shall Provider Assigner have the ability to increase capital through better utilization of Receivables which Assignee shall deliver to Provider Assignor the mechanism(s) for a best financial solution as outlined herein. Financial solutions introduced by Assignee to Provider Assignor allows Provider Assignor the option to select the financial solution that best meets Provider Assignors need to increase capital.

1.6 **“Treatment”** means medical services rendered by Provider Assignor to a Qualifying Patient.

1.7 **“Exclusive”** means Provider Assignors relationship with Assignee as represented by the terms of this agreement are exclusive. Assignee shall provide financial services to Provider Assignor which includes: A/R servicing, A/R purchasing, A/R factoring, etc. Provider Assignor agrees that while the terms of this agreement are in force Provider Assignor shall have no dual A/R relationship outside the relationship with Assignee.

1.8 **“Non Circumvent”** means that for the protection of the Assignee's business shall Provider Assignor at no time during the pendency of this agreement, nor anytime thereafter, as long as Assignee is in healthcare financial consulting, shall Provider Assignor circumvent Assignee by seeking a direct relationship with Assignees affiliates which Assignee shall introduce to Provider Assignor. If a relationship has been established through a previous transaction before introduction occurs with affiliate of Assignee, Provider Assignor shall not be in circumvention of the terms of this agreement when a pre-existing relationship exists whereby notifying Assignee of a pre-existing relationship at the introduction of Assignees affiliate.

## **2. PURCHASE & SERVICING ACCOUNTS RECEIVABLE FEE SCHEDULE**

2.1.0 Purchase of Elective Services Contracts. Provider Assignors Qualifying Patients who execute a financing contract provided by Assignee for elective Health care services, shall be purchased by Assignee and deliver to Provider Assignor a guaranteed return of 77% of the Qualifying Patients contract amount. The total amount paid to Provider Assignor may or may not include a 3% fee of the purchase amount to be paid to Assignee for consulting where no other fees are due thereafter to Assignee. If the 3% fee is not remitted direct to Assignee by Assignees affiliate, it remains the responsibility of Provider Assignor to compensate Assignee per the terms of this agreement the 3% consulting fee of which Provider Assignor remains guaranteed a 77% return for elective service contract purchases.

2.1.1 Servicing of Primary Care Accounts Receivable. Servicing of all A/R patients means Provider Assignor is a guaranteed a return of 91% of all collected patient receivables of which a 3% fee to Assignee for each patient account serviced is inclusive of this amount. The total amount paid to the Provider Assignor may or may not include the 3% fee per Qualifying Patient account and if remittance is not paid direct to Assignee by Assignees affiliate, it remains the responsibility of Provider Assignor to compensate Assignee per the terms of this

agreement. Assignees consultant fee deduction ensures a guaranteed 91% return on the servicing of A/R collections.

2.1.2. Purchasing of Primary Care Accounts Receivable Contracts. Provider Assignors Qualifying Patient accounts whose balances are purchased by Assignee, delivers to Provider Assignor a guaranteed return of 67% of the open balance in a lump sum payment which includes a 3% fee paid to the Assignee where no other fees are due thereafter by the Provider Assignor for the purchase of A/R contracts. If remittance of the 3% fee is not paid direct to Assignee by Assignees affiliate, it remains the responsibility of Provider Assignor to compensate Assignee per the terms of this agreement Assignees 3% consultant fee which Provider Assignor remains guaranteed a 67% return on the contracts purchased for Qualifying Patient Accounts.

2.1.3 Disclosed Fees For Accounts Receivable Funding. Provider Assignors who receive capital from any of the following Assignee programs; (1) Accounts Receivable Lines of Credit, (2) Accounts Receivable Factoring, (3) Accounts Receivable Purchase Funding, (4) Medical Lien Accounts Receivable Portfolio/Case Funding, (5) Medical Lien Procedures Funding, (6) Medical Lien Prescription Funding, (7) Accounts Receivable Bad Debt Portfolio Purchasing, (8) or any other program introduced to the Provider Assignor by the Assignee, shall Provider Assignor compensate Assignee 3% of all monies received whereby such shall serve as a consultant fee as payment in full for services provided by Assignee. Remittance of the 3% fee is the obligation of the Provider Assignor which may or may not be provided by Assignees affiliate as a directed to be paid direct. If Assignee is not compensated direct by its affiliate, it remains the responsibility of Provider Assignor Assignee is compensated per the terms of this agreement.

2.1.4 Enrollment Fee / Underwriting Fees. Depending on the program utilized by Provider Assignor, a per patient enrollment fee or portfolio underwriting fee shall be due by Provider Assignor to Assignee as specified by the application for the program Provider Assignor selects.

2.1.5 No Obligation. Provider Assignor is under no obligation to enroll in any program Assignee offers.

2.2.0 Assignment. Provider Assignor acknowledges and agrees that upon execution of this Agreement and Program selected by Provider Assignor, that legal and equitable rights, title and interest of the Accounts Receivable payments received relating to Purchased or Serviced Accounts Receivable are to be forwarded to Assignee's affiliate if an error occurs on the part of the payer after Provider Assignor receives funding.

## **2.3 Representations, Warranties and Covenants.**

2.3.1 Licensing. The Provider Assignor is qualified and properly licensed and is authorized to provide medical treatment or services.

2.3.2 Corporation. Provider Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_ being

properly licensed and qualified to do business in the state(s) where Treatment to Qualifying Patients occur.

2.3.3 Rights of Provider Assignor. Provider Assignor has full power to sell, assign and transfer Accounts Receivable to Assignee pursuant to the terms of this Agreement. Provider Assignor has full legal capacity to execute, deliver, perform and to carry out all respective obligations under this Agreement. (the “*Transaction Documents*”).

2.3.4 Federal & State Permits. Provider Assignor has Accounts Receivable which are for legitimately rendered services performed for Qualifying Patients. Provider Assignor has all necessary federal, state and local permits, licenses and any other required authorizations to render such services to Qualified Patients and to generate the Accounts Receivable.

2.3.5 No Conflict of Interest. The A/R will not conflict with or result in a breach of terms, conditions or provisions or constitute a default under or violation of (i) the Provider Assignor’s organizational and governing instruments (ii) any note of which either Provider Assignor is the maker or guarantor, (iii) any applicable law, order, writ, judgment, injunction, decree, determination or award presently in effect applicable to either Provider Assignor or any of their respective properties or assets, or (iv) any indenture, agreement, mortgage, judgment, order, award, decree, security agreement, lien, UCC or other instrument or restriction (collectively, the “*Instruments*”) to which either Provider Assignor is a party or by which either Provider Assignor is bound, or give any party with rights under any such Instrument the right to terminate, modify or otherwise change the rights or obligations of either Provider Assignor. The Transaction Documents when duly executed and delivered by Provider Assignor shall constitute legal, valid and binding obligations and will be enforceable against their respective terms.

2.3.6 All Consent. Provider Assignor has obtained or will obtain prior to payment by Assignee any and all consents or governmental approvals necessary to sell and transfer the Purchased Accounts Receivable to Assignee.

2.3.7 Legal Holder of Accounts Receivable. Provider Assignor holds good and valid legal title to the Accounts Receivable free and clear of any liens or encumbrances whatsoever, and if in the event such is not the situation and a pre-existing lien exists. Provider Assignor understands liens must be paid in full and released as part of the terms of a funding relationship whereby Provider Assignor shall not transfer any Accounts Receivable to any entity other than the Assignee or its affiliates for a term of (5) five years after execution of this agreement. It is so stated that Provider Assignor will not sell, pledge or assign directly or collaterally any Accounts Receivable to any entity other than to Assignee after the execution of this agreement whereby no agreements with any other party shall restrict Provider Assignors rights to sell or transfer the Accounts Receivable.

2.3.8 Authorizations. Provider Assignor holds all necessary federal, state and local permits, licenses; accreditations and any other required authorizations to render services Qualified Patients and such licenses, permits, certifications and accreditations are in full force and effect.

2.3.9 No Violations. Provider Assignor is not in violation of nor has received notice of any alleged violation of or any citation for noncompliance with any applicable law relating to the Accounts Receivable or the operations or practices of Provider Assignor. The business and operations of Provider Assignor conforms in all respects with all applicable laws regarding Provider Assignor's operations. Provider Assignor is not under investigation with respect to any violation of any applicable law, order or judgment entered into by any governmental authority applicable to the Accounts Receivable or the conduct of its business. Provider Assignor is not aware of any proposed laws, rules, regulations, ordinances, orders, judgments, decrees, governmental takings, condemnations or other proceedings which would be applicable to the business, operations or A/R of Provider Assignor which might adversely affect the prospects for Assignee to collect the Accounts Receivables. If in the event such matters are not disclosed and are discovered by Assignee, the terms of this Agreement shall be null and void and services for Provider Assignors shall Assignee be under no obligation to fulfill the terms of this contract and damages may be imposed.

2.3.10 HIPPA Compliance. Provider Assignor is in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. Section 1320d, et.seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereinafter collectively referred to as "HIPAA"). Provider Assignor hereby executes Assignee's standard agreement to comply with HIPAA.

2.3.11 No Legal Action. There is no suit, action, or legal, administrative, arbitration or other proceeding or governmental investigation pending or threatened that could adversely affect the ability of Assignee to collect the Accounts Receivable.

2.3.12 Liabilities. There are no known liabilities which Provider Assignor will be subject following consummation of the transactions contemplated hereby.

2.3.13 Business Name. The Corporation of Provider Assignor has not done business under any name other than \_\_\_\_\_  
\_\_\_\_\_.

2.3.14 No Prior Agreement. Except for this Agreement, Provider Assignor is not party to nor is bound by any agreement, undertaking or commitment and Provider Assignor is not insolvent or filing bankruptcy, as failure to disclose such vital information shall result in a breach of this agreement and Provider Assignor shall hold harmless Assignee from the terms therein.

2.3.15 Keep All Confidences. Provider Assignor agrees to keep all confidences of this agreement from competing 3<sup>rd</sup> parties of the Assignee. Provider Assignor shall use their best efforts to assist Assignee in transferring the Accounts Receivable.

2.3.16 Hold Harmless. Provider Assignor agrees to indemnify, defend and hold harmless Assignee from any claim by any third party to the Accounts Receivable sold and transferred under this Agreement to Assignee.

2.3.17 Misrepresentation. Provider Assignor agrees that in the event any Accounts Receivable is not as represented by Provider Assignor, Assignee shall be compensated by new patient contracts and or cash equal to compensation for Provider Assignors failure to disclose relevant information known by Provider Assignor before Assignee purchased the Accounts Receivable.

2.3.18 Exclusivity. Provider Assignor agrees to exclusivity under the terms of the Purchase Agreement for five (5) years and as such hereby agrees to not pledge, confer with or by any means written or oral communication with any third party purchasing agent or competition of Assignee. Provider Assignor agrees to assign all Accounts Receivable patients files to Assignee per the terms set herein this instrument and effective upon execution of this Agreement.

2.3.19 Failure to Perform. In the event Assignee fails to perform financial services as agreed upon by delivering capital to Provider Assignor in a timely manner, Provider Assignor is free of the terms of this agreement (in exception to the non-circumvent portion of this agreement). Provider Assignor shall be relieved of the terms of this agreement if capital for accounts serviced and collected are not delivered within 30-60 days from receipt thereof, or for contracts for elective or primary care patient funding in a timely manner of 30-60 days. If Assignee fails to perform timely services for A/R portfolio funding in a 180 day period once Assignee has all required information by Assignor, Assignee shall be determined to have breached the terms of this agreement whereby Provider Assignor is relieved of the binding nature of the exclusive relationship. Provider Assignor may elect to not exit the terms of this agreement. Provider Assignor understands that a failure to provide capital is not the direct fault of the Assignee but is the result of a failure to perform on the part of the Assignees affiliate(s), whereby Assignee shall not be held liable for the failure to perform on the part of its affiliates.

2.3.20 Breach of Agreement. If Provider Assignor breaches the terms of this agreement, Provider Assignor agrees to compensate Assignee for all damages, legal fees and interest at a rate of 3% per month for all monies due should damages occur as a direct result of the actions by the Provider Assignor.

2.4 Right of Offset Purchased Elective Service Contracts. Assignee has the right to offset payments paid to Provider Assignor if Provider Assignors elective service patient discontinues treatment and cancels their financing contract which has been purchased by Assignee and paid to Provider Assignor in the amount of 77%, which is based on contracts fulfillment. If in the event a patient cancels a contract which the Provider Assignor has been compensated for on the full balance, Provider Assignor shall replace the patient contract with a contract of equal value and if no patient contract is available, Provider Assignor shall agree to reimburse Assignee the balance remaining on the contract account.

2.5 Indemnification. Provider Assignor shall indemnify, defend and hold Assignee as harmless against any claims, actions, obligations, costs, and expenses (including reasonable costs of investigation and attorneys' fees) and other losses, liabilities and damages resulting from any breach by Provider Assignor.

### **3. GENERAL TERMS AND CONDITIONS.**

3.1. Amendments. This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing and executed by both the Assignee and Provider Assignor.

3.2. Construction of Agreement. Each party has fully reviewed this Agreement and any rule of construction to the effect that ambiguities is to be resolved against the drafting party shall not apply in the interpretation of this Agreement as both the Assignee and the Provider Assignor have equal opportunity to negotiate the terms and provisions of this Agreement.

3.3 Successors. This Agreement shall be binding on and inure to the benefit of the respective successors, assigns and personal representatives of the parties, except to the extent of any contrary provision in this Agreement.

3.4 Assignment. Provider Assignor may not assign this Agreement without the prior written consent of Assignee.

3.5. Governing Law. This Agreement is governed by the laws in the state Assignee chooses or the State of Missouri whose laws as well as the United States, shall govern its interpretation, enforcement and effect. The parties hereby consent to the jurisdiction of any state or federal court and also consent to service of process by any means authorized by Federal law.

3.6. Complete Agreement. The making, execution and delivery of this Agreement by the parties has not been induced by any representations, statements, warranties or agreements other than those expressed in this Agreement. This Agreement embodies the entire understanding of the parties. Except for those agreements specifically referred to herein, there are no other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement.

3.7. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

3.8. Notices. All notices and demands required or permitted under this Agreement shall be sent to the respective addresses listed in the first paragraph. All notices shall be in writing, containing the information required by this Agreement to be communicated to any person, personally delivered to such person or sent by first class mail, email, postage prepaid, or by reputable overnight air courier service.

3.9. No Waiver by Assignee. Assignee shall not deemed to have waived any rights under this Agreement unless such is given in writing and signed by an officer or director of Assignee. No delay or omission on the part of Assignee, in exercising any right arising hereunder or under any related writing, shall operate as a wavier of such right or any other right. A waiver by Assignee of the right to enforce a provision of this Agreement, pursuant to a particular circumstance, shall not prejudice or constitute a waiver of Assignee's right to otherwise demand strict compliance of such party's obligations under that provision of or any

other provision of this Agreement. No prior waiver by Assignee shall constitute a waiver of Provider Assignor's obligations as to any future transactions.

3.10. Cumulation of Remedies. The various rights, options, elections, powers and remedies under this Agreement, or granted by law shall be construed as cumulative. No single right is exclusive of any of the other rights.

3.11. Headings. The descriptive headings of the several articles and sections of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not control or affect in any way the meaning or interpretation of this Agreement.

3.12. Confidentiality. Unless otherwise agreed to by the Assignee in writing and following the execution of this Agreement, Provider Assignor shall hold, and shall cause its employees, auditors, attorneys, representatives and other agents to hold all Confidential Information (as defined herein) in strict confidence unless compelled to disclose such by judicial or administrative process, or in the opinion of their respective counsel, by other requirements of law, and shall not use to the detriment of Assignee.

3.13. Assignment of Accounts Receivable. Assignee reserves the right to assign the Purchased Account Receivables to other parties.

3.14. Compliance with Applicable Law. The parties agree that they shall use their best efforts to remain in compliance with all applicable laws and regulations regarding the supply of services under this Agreement.

3.15. Attorneys' Fees. The party prevailing in any action to compel compliance with the terms and provisions of this Agreement shall be entitled to recover their reasonable attorney's fees incurred in pursuing any demand or claim to compel compliance with or enforcement of this Agreement.

3.16. Acknowledgment as to Transfer of Purchased Accounts Receivable. The Provider Assignor hereby acknowledges that the value of the Accounts Receivable, on the date of any transaction resulting in an assignment of any Purchased Accounts Receivable, is equal to the amount paid by the Assignee to the Provider Assignor at the time of assignment of the Accounts Receivable and any discounting of the face amount of the Accounts Receivable is attributable solely to the risks of collection and the time value of money.

3.17. Arbitration. Any dispute or claim in law or equity between the parties arising out of this Agreement which is not settled through mediation, as provided for above, shall be decided by neutral, binding arbitration and not by court action, except as provided by law for judicial review of arbitration proceedings. The arbitration shall be held in a location selected by Assignee. The parties to arbitration may mutually agree in writing to use different rules and/or arbitrator(s). Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties shall have the right to discovery as permitted by the rules of the American Arbitration Association. An action for an injunction for violation of any provision for the non-disclosure of confidential information or trade secrets

shall not be subject to arbitration hereunder. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to arbitrate under this provision. The prevailing party in the arbitration shall be entitled to recover reasonable attorneys' fees from the other party, in addition to any other relief that may be granted to such prevailing party by the arbitrators.

#### 4. SUPPLEMENTAL TERMS

4.0 Reporting on Purchased Contracts. Provider Assignor shall be provided on a monthly basis a report for each patient contract whose elective service was pre-approved by Assignee who has provided patient financing, and whose terms include a down payment and monthly payments as set by Assignee and executed by the patient through the Patient Financing Agreement provided by Assignee. For such contracts, Provider Assignor is to receive a lump sum of seventy seven percent (77%) of the contract amount as monies payable to the Provider Assignor in a 30 day payment cycle.

4.1 Timely Payments. Assignee shall also provide to Provider Assignor a minimum return of ninety one percent for all monies collected via Patient Servicing. All monies collected from patient servicing shall be delivered in a timely thirty day period to Provider Assignor where failure to deliver monies due within a (30-60) day cycle shall result in a breach of this agreement by Assignee, and where Provider Assignor shall remain the rightful owner of the accounts receivable which all future collection activity reverts to Provider Assignor.

4.2 Patient Accounts Criteria for Purchasing. Providers assignors patients whose credit history and/or prior billing history prevents Assignee from issuing a credit extension to the patient, shall a patient qualify for Servicing the A/R where payment history and collection terms shall be reported to the credit bureau, and upon 12 months clean credit history being established with Assignee, shall Assignee deliver to Provider Assignor a lump sum purchase for the patients account balance per the following terms; that the patient has (a) income (b) a checking account (c) a balance less than \$8,000.00 and (d) a phone. Patients whose payment history remains unacceptable or who do not have these qualifying factors, shall Assignee continue to provide for the duration of the account, all servicing and collections in behalf of the Provider Assignor, and submitting to Provider Assignor a 91% return on collections.

4.3 Modification of Terms If modifications to the purchase/servicing agreement are issued by Assignee or its affiliates, such terms shall be added as addendum's to this Agreement and shall be endorsed by the parties herein. If the addendum terms are unacceptable to the Provider Assignor, Provider Assignor may exercise the right to exit the terms of the agreement with a 30 day written notice to Assignee.

4.4 Automatic Renewal. This contract shall automatically renew every two (2) years for a new two (2) year term where the parties herein agree to the terms of the Purchase and Servicing Agreement as outlined and as agreed upon by the parties from the date of execution.

4.5 Assignee Breach of Contract. If in the event Assignee or Assignees affiliates breach the terms of this agreement by failing to provide timely submission of monies due, or failing to perform services in a timely manner, Provider Assignor is to notify Assignee of the breach and provide notice in writing allowing Assignee 30 days to provide a remedy to the breach. If in the event Assignee is unable to mitigate the breach, Assignee shall provide to Provider Assignor in writing such information which shall invalidate the terms of this agreement.

4.6 Consultant Fee. Per the terms of this agreement, Provider Assignor agrees to a compensation fee to Assignee of three percent for all funding monies received from Assignees affiliates as payment for professional financial services set out in the terms of this agreement. It is so agreed upon by Provider Assignor that Provider Assignors Accounts Receivable revenue create a financial obligation to Assignee 1<sup>st</sup> Choice Funding. As a consulting fee such is to be paid as a deduction from funding monies to Provider Assignor, and affiliates of Assignee are to remit to Provider Assignor the ninety-seven percent balance. It is hereby understood that affiliates of Assignee are to follow such directions and deliver to Provider Assignor ninety seven percent of the balance as so agreed upon by Provider Assignor, whereby Provider Assignor shall hold harmless Assignee's affiliates for following the directives contained herein.

4.7 Funding Procedure In any funding transaction it is imperative Provider Assignor comply fully in a timely manner with all requests for specific information in support of the worth of the Qualifying Patient A/R. Specific documentation shall be requested by Assignee whereby in order to provide value of the A/R, it is up to the Provider Assignor to deliver all such information. Until all information is provided, Assignee's timely delivery of financial service window can not begin nor can such be a legitimate reason as a breach to the terms of this agreement.

4.8 Accounts Receivable Funding. Assignee guarantees to deliver to Provider Assignor a market competitive rate or better for each funding transaction and program. If in the event Assignee's funding is discovered to not be competitive for the exact service, Assignee shall have 30 days to work diligently to ensure Provider Assignor obtains at all times a fair and equitable opportunity for capital. If in the event Assignee is unable to be market competitive, Assignee shall release Provider Assignor from the Exclusive Representation Agreement whereby only the non-circumvent portion of the agreement remains in force.

4.9 Underwriting Portfolio Evaluation Fee. Provider Assignor understands considerable time is involved in evaluating and underwriting a portfolio of patient files. In order to secure and verify Provider Assignors diligence to ensure such efforts are expended with the purpose of securing funding, Provider Assignor understands an underwriting fee is due which may be comprised of a deposit and retainer fee, as earnest money. Underwriting deposit minimum is \$2,500.00. After full underwriting occurs Provider Assignor may or may not be required to make an additional retainer, which shall be determined by factors which include; 1. the integrity of the patient files 2. The comprehensiveness of the portfolio's management in accuracy 3. The cooperation and recordkeeping diligence of the Provider Assignor. Upon execution of this agreement the deposit shall be sent Fed-Ex to Assignee at the designated address on page 1 of this agreement.

The terms of this agreement are agreed upon and executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the parties herein.

\_\_\_\_\_  
Facility

\_\_\_\_\_  
Executive Signature

\_\_\_\_\_  
Executive Signature

\_\_\_\_\_  
Executive Signature

\_\_\_\_\_  
Executive Signature

1<sup>st</sup> Choice Funding

*Kari E. Gray* \_\_\_\_\_

Kari E. Gray, CEO