

**SERVICE FINANCE COMPANY, LLC**

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***PROVIDER AGREEMENT***

This Provider Agreement is entered into between Service Finance Company, LLC (“SFC”), 1956 NE 5<sup>th</sup> Avenue, Suite 8, Boca Raton, Florida 33431, a Florida Limited Liability Company, and each person or entity who signs the Service Finance Company, LLC Provider Application (the “Applicant” or “Provider”).

The parties agree to the following terms:

1. Representations by Dealer. In consideration of SFC ’s purchase of financing contracts, security agreements or other obligations ("Instruments") assigned or endorsed by an authorized signor for Provider which are accepted by SFC and which arise out of the retail sale and delivery of dental and related healthcare services ("Dental Services") by Provider, PROVIDER WARRANTS THE FOLLOWING:

- a. The Instruments will represent bona fide sales and deliveries to the buyer (“Buyer”) named on the Instruments and Dental Services shall not be delivered to Buyer on a trial basis. A Buyer is any person who is obligated to pay for Dental Services under the Instruments.
- b. Dental Services will be free from set off or counterclaim of any nature.
- c. The Buyer was of legal age and competent to execute the Instruments at the time of execution.
- d. The Instruments are not subject to the right of cancellation by the Buyer.
- e. Buyer will have paid, in cash, by credit card, or personal check, down payments shown on the Instruments.
- f. Instruments must be fully completed. All Instruments must be provided to SFC on a timely basis so as to allow perfection of a purchase money security interest in the Dental Services.
- g. The person signing below has full power and authority to bind Provider to the terms of this Master Provider Agreement.
- h. The Dental Services purchased by Buyer will have been performed by a duly licensed physician.

- i. Provider has not made any oral or written warranties, guarantees, or promises regarding the Dental Services, without providing SFC a copy of all such warranties, guarantees, or promises.
- j. Provider has complied with all warranties on the Instruments.

2. Credit Application. Provider must submit to SFC a complete credit application on all Patient prospects in the format required by SFC. SFC will accept credit applications only for Patients who have a verifiable residential telephone. SFC has full authority to accept or reject any credit application or require any additional information it deems necessary. Applications that are approved are valid for no more than 90 days from the date of approval. SFC approves the applications prior to submission for funding.

3. Purchase Price. Provider understands that SFC offers to buy contracts at various discounts. Dependent on individual Patient's qualifications, discounts will increase incrementally with Patient risk. SFC will determine the discounts case by case. Upon submission of satisfactory proof of any error in computing the purchase price of any Instrument, Provider or SFC, as the case may be, shall reimburse the other for any sum due.

4. Non-Recourse. SFC purchases approved applications without recourse to Provider except where Provider breaches any of the representations or warranties of Provider as set forth in Paragraph 1 above.

5. Events of Default. In the event Provider is in default of the terms of Paragraph 1 above, the following shall apply: (a) within 10 days of SFC's written request, Provider must repurchase any Instrument which violates the terms of Paragraph 1 above, for the original amount advanced to Dealer, plus accrued interest at the contract rate and all related legal costs and other expenses that SFC has incurred and paid, less all payments previously made ("Repurchase Price"); and (b) if Provider fails to pay the Repurchase Price within ten (10) days of SFC's written request, SFC may sell the Instrument by public or private sale on twenty (20) days notice or such notice as the law requires in accordance with the Uniform Commercial Code of the State of Florida. To the extent permitted by law, at such sale, SFC may bid for and purchase the Instrument and the net proceeds will be applied against the total amount owing on the Instrument. Provider must pay any deficiency and is entitled to any surplus, after all costs and fees incurred by SFC are subtracted; and (c) SFC may elect to pursue any other legal remedy available

to SFC either together with or instead of the remedies set forth above, including but not limited to, pursuing legal action against Provider, and in such event Provider shall pay all attorneys' fees, court costs, or other expenses incurred as a result of SFC pursuing such legal action.

6. Documentation. Provider is responsible for the completion of all loan documents and Instruments as required and provided in the documentation used by SFC and federal, state, or local lending laws or regulations governing commercial, agricultural or consumer use transactions, whichever apply to a particular situation.

7. Payment to Dealer. Contracts (i) meeting a minimum funding level established by SFC from time to time, (ii) approved by SFC & (iii) received before noon Eastern Time on each Wednesday (assuming such Wednesday is a business day, and if not, by the same time on the next business day following such Thursday), will be funded within four (4) business days (i.e. normally on Tuesdays barring holidays). SFC will fund the purchase of each Instrument accepted by SFC directly to Provider less the appropriate discount fee, filing fees (if any), non-filing insurance fee and mailing or other delivery charges.

8. Condition of Payment. If Provider defaults under this Agreement or if SFC deems itself to be unsecure, SFC may give written notice of such default to Provider. SFC may withhold any amounts due to Provider under this Agreement until such time as the default has been cured.

9. Right to Reject. SFC reserves the right to reject any loan application or Instrument, which reflects any term other than the specified financing terms agreed upon by Provider and SFC or does not meet the credit standards established by SFC from time to time.

10. No Agency. Provider and SFC acknowledge that they are not agents for one another and therefore they are not bound by any agreements made by one another with third parties unless prior written approval has been given. Provider and SFC specifically agree to indemnify and hold one another harmless from any damages each may incur as a result of claims made by any third party in contravention of this paragraph, including recovery of any expenses and attorney fees incurred by either party to defend against such claims.

11. Assistance. If at any time during the term of an Instrument a Patient does not make payments to SFC because of service problems, Provider agrees to perform one check up at no cost to either SFC or to the Patient.

12. Payments. SFC may receive all post-assignment payments from Buyers on assigned Instruments and Provider may not accept payment unless SFC specifically authorizes it. Provider must endorse and forward immediately to SFC all such checks or other payments received by Provider. SFC may endorse or cause to be endorsed Provider's name on checks delivered as payments on Instruments in order to carry out the purposes of this agreement. Provider will make suitable and proper entries on its books showing the absolute sale of Instruments to SFC. SFC's title to Instruments and Dental Services covered by the Instruments is at all times to be superior to any right, title or lien of Dealer, if any, to Instruments and Dental Services.

13. Amendment. SFC has the right to change this agreement from time to time, and the right to submit a new Provider Agreement to Provider at any time. If Provider refuses to accept the changed terms or to execute the revised Master Provider Agreement, SFC has the right to terminate this agreement and/or the Provider Agreement if it deems this necessary. However, any change to this agreement or any new Provider Agreement which alters the terms of this agreement, does not apply to Instruments SFC has already purchased unless Provider consents in writing.

14. Purchase by Provider. Any Dental Services Provider purchases from SFC is purchased "as is, where is" and without representation, warranty or recourse.

15. Confidential Information. Each of the parties agrees to treat the terms of this agreement and all information concerning the other party that is furnished or made available to a party in connection with this agreement as confidential. However, Provider grants SFC the right to provide information to its agents, partners, lenders and service providers regarding Patient credit applications originated through the Provider, whether approved credit, the grading of the credit, whether the Instruments were funded, delinquency information and other information which may be requested by or deemed appropriate and necessary by SFC.

16. Provider's Indemnification. Provider agrees to defend and indemnify SFC from and against (i) all claims, liabilities and obligations of every kind and description, including legal fees and costs incurred by SFC, arising out of or related to Provider's business practices or arising out of Provider's failure to comply with applicable laws and regulations, whether brought by a Patient, regulatory agency or other person; (ii) all damage or deficiency resulting from any material misrepresentation, breach of warranty or covenant, or non-fulfillment of any agreement on the part of Provider under this agreement; and (iii) all actions, suits, claims, proceedings, investigation, audits, demands, assessments, fines, judgments, costs and other expenses (including, without limitation, reasonable audit and attorneys' fees) incident to any of the foregoing.

17. Other Terms. Provider waives notice of Patient nonpayment; protest and notice of protest of Instruments by a Patient; notice of the acceptance of this agreement; and all other notices and demands to which Provider might otherwise be entitled by law. SFC may hold and apply any money, property, or Instruments of Provider that come into SFC's possession to any amounts that Provider owes SFC. If SFC fails to exercise any rights granted under this agreement, SFC does not waive such rights, but all rights and remedies are cumulative and not alternative. SFC is not responsible for the legal validity or sufficiency of any forms or other documents that may be furnished to the Provider for Provider's convenience. No waiver, modification, or change of this agreement is valid unless accepted by Provider and SFC in writing.

This agreement and other transactions between the parties are governed and construed according to the internal laws of the State of Florida. Any legal action deemed necessary by any party shall be brought in the Circuit Court in and for Palm Beach County, Florida and the parties consent to the personal jurisdiction of that court. If a Provider is brought in as a third party in a suit against a debtor, Provider consents to the jurisdiction of the court where the suit is brought or other appropriate venue for debtor suits.

18. Termination. Either party may terminate this agreement immediately by giving written notice to the other party. Notice to SFC is deemed served when deposited in the United States mail addressed to SFC at the address set forth above. Notice to Provider is deemed served when deposited in the United States mail addressed to Provider at the address shown above. Any termination by any party has no affect on any obligations

or any transactions relating to Instruments purchased prior to the effective date of termination.

19. Binding. This agreement binds and inures to the benefit of the successors or assigns of both SFC and Dealer.

20. Facsimile. Signed facsimile documents between SFC and Provider are binding.

21. Misc. The information contained in the Provider Application is provided for the purpose of establishing a credit referral relationship with SFC. The Applicant understands that SFC is relying on the information provided in the Provider Application in deciding to grant or continue credit to Patients of the Applicant who are seeking credit from SFC. The Applicant represents and warrants that the information provided is true and complete and that SFC may consider these statements as continuing to be and correct until a written notice of change is given to SFC by the Applicant. SFC is authorized to make all inquiries it deems necessary to verify the accuracy of the statements made herein, and to determine the Applicant's credit worthiness. The Applicant grants permission to those to whom inquiry is made to provide all information requested by SFC. SFC is authorized to release information about its experiences with the Applicant and the Applicant's Patients.

**22. ACH Authorization. The Applicant hereby authorizes SFC to initiate credit entries and, if necessary, debit entries and adjustments for any entries in error to the bank account indicated on the Provider Application and the depository named therein, hereinafter called DEPOSITORY, to credit and/or debit the same account.**

**This authority to remain in full force and effect until SFC and DEPOSITORY has received written notification of its termination in such time and in such manner as to afford SFC and DEPOSITORY a reasonable opportunity to act on it.**