## UNITED MEDICAL CREDIT PATIENT DIRECT PROVIDER TERMS AND CONDITIONS

This Medical Finance Service Agreement ("Agreement") is entered into as of the date set forth above, by and between United Medical Credit, Inc., a California corporation ("UMC") and the medical provider identified above ("Provider").

1. <u>UMC Medical Finance Program</u>. Provider hereby subscribes to the Program, and UMC authorizes Provider to participate in the Program, pursuant to the following terms and conditions:

1.1 <u>Referral of Clients</u>. Provider shall refer Clients seeking Provider's Services who are in need of private financing for the purchase of Provider's Services to UMC or to the UMC website for application and underwriting to ascertain whether Provider's Client qualifies for financing through UMC directly or through UMC's Lenders. For purposes of this Agreement, Lender shall mean either of the following: (i) any financial institution or entity (or parent, subsidiary, or affiliate thereof) that offers, or has at any time in the past, offered financing to any clients or patients who have submitted applications to UMC; or (ii) any financial institution or entity (or parent, subsidiary, or affiliate thereof) with whom UMC has a contractual relationship. Provider agrees not to make any promises with respect to any lender who may offer to provide a loan to pay for Provider's services. Specifically, Provider may not promise that any particular patient will be approved for a loan. Also, Provider may not promise that the loan will have any particular interest rate or other feature. Instead, Provider may only tell patients that loans may be available and give patients the brochure or other materials that the lender or the lender's representative gave to Provider.

1.2 <u>Performance of Service or Delivery of Product.</u> Provider benefits when its patients are loaned money used to pay for Provider's services. If a patient (or any person assuming responsibility for payment on behalf of a patient) becomes entitled to a full or partial refund from Provider and that patient (or person) received a loan to pay for Provider's services, then that patient (or person) might gain the legal right to force the holder of the loan to reduce the loan balance, refund past payments or take a loss on the loan. If the holder of the loan actually incurs such a loss, then Provider will promptly reimburse the holder for that loss.

1.3 <u>Direct Lending to Client</u>. The timing of funding shall be based on the circumstances and timing of the application, approval and funding of each Note. Provider acknowledges and agrees that UMC shall not be responsible if a Client uses payments received directly from the Lender for any purposes other than the Services.