

Email Form

Print Form



# ENROLLMENT, SERVICING AND FEE AGREEMENT

Healthcare Provider's Legal Name:		Federal Tax ID #	
All names under which Provider does business:			
Street Address:			
City:		State:	Zip/Postal Code:
Phone:	Fax:	Website:	
Brief Practice Profile (i.e. what services do you offer?)			

Management and Customer Service Contact Information			
List all employees that should have online access to reporting and their user level (attach additional sheets if necessary):			
Name		Title	
Phone	Email	Online Access Rights* <input type="radio"/> CS <input type="radio"/> CSM <input type="radio"/> Executive	
Name		Title	
Phone	Email	Online Access Rights* <input type="radio"/> CS <input type="radio"/> CSM <input type="radio"/> Executive	
*Online Access Rights options are: <ul style="list-style-type: none"> <li>• Customer Service (CS): Allows access to view terms, payment status and payment history.</li> <li>• Customer Service Manager (CSM): All CS access plus administrative ability to change due dates and request contract cancellations.</li> <li>• Executive: Access to all reporting and functions; including dashboards and month-end reports.</li> </ul>			

Billing Services		
What are your customer service hours (i.e. days of the week, hours of operation, time zone)?		
To whom should we direct patients to for non-billing issues?		
Name:	Phone:	Email:
To whom do we contact to verify information or request assistance?		
Name:	Phone:	Email:

Policies of Your Practice		
Do you authorize servicer to accommodate a customer's request to advance their next payment due date beyond 30 days?	<input type="radio"/> Yes	<input type="radio"/> No
Will you allow a customer to defer a payment to the end of the contract?	<input type="radio"/> Yes	<input type="radio"/> No
If yes, can it be done more than once?	<input type="radio"/> Yes	<input type="radio"/> No
If a customer provides proof of a financial hardship (e.g. spouses death, disability, job loss, called to active duty, etc.), will you allow for a temporary partial payment arrangement? (Many clients allow a 50% payment reduction for 90 days, and then re-evaluate.)	<input type="radio"/> Yes	<input type="radio"/> No
If yes, how much of a reduction and for how long do you authorize?		

## ENROLLMENT, SERVICING AND FEE AGREEMENT

This Account Servicing Agreement (“Agreement”) is entered into as of the date set forth above, by and between Duvera Billing Services LLC, a California limited liability company (“Servicer”) with its principal place of business at 1910 Palomar Point Way, Suite 101, Carlsbad, CA 92008 and the healthcare provider identified above (“Provider”).

1. **Billing Services and Collections.** This Agreement sets forth the terms and conditions under which Servicer will provide those Standard Services and Optional Services described below for Provider with respect to those obligations, loans, notes, installment contracts, medical contracts or other amounts contractually due to Provider (which are collectively referred to below as “Accounts Receivable” and each of which is referred to below as an “Account”) which Provider has placed with Servicer for servicing.

2. **Provider Representations, Warranties and Covenants.** For each Account which Servicer is servicing under this Agreement, Provider warrants, represents, covenants and agrees as follows:

- a.) Following Provider’s submission of the Account to Servicer, Provider will not, directly or indirectly, solicit or take any action to collect any payment, on the Account.
- b.) Provider will submit in a timely manner all backup information and documentation, in a format reasonably requested by Servicer (whether in written or electronic form) including the credit statement, contract, supporting documentation, current balance, date and amount of last payment and date and amount of next payment due in order to enable Servicer to either arrange for the periodic billing and servicing, or collection, of the Account. In addition, while the Account is being serviced by Servicer, Provider will promptly and fully respond to reasonable requests for additional information and documentation.
- c.) Provider represents and warrants to Servicer that (i) the balance due and all other terms submitted to Servicer are correctly stated under the applicable contract, agreement and/or obligation, (ii) the Account is due in accordance with its terms, (iii) there are no defenses, offsets or counterclaims related to the Account, (iv) Provider has the power, authority and legal right to originate the Account, (v) Provider is legally authorized to assess the interest rate or finance charge related to the Account, (vi) Provider is the owner of the Account, and (vii) this Agreement does not conflict with any other agreement or understanding to which Provider is a party.
- d.) Client further represents and warrants to Servicer that (i) it is solvent, duly organized, validly existing, and in good standing under the laws of the state of its organization and has all qualifications, registrations, licenses and permits necessary to carry on its business in each state in which services are performed, (ii) Client, if Client provides medical services, maintains malpractice insurance in an amount sufficient to cover any and all potential claims and its malpractice insurance is in full force and effect, (iii) Client, if applicable, is in compliance with all provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), (iv) Client does not charge customers that apply for and/or are approved for financing any additional or higher fee of any kind for the product sold or services rendered by Client that is greater than such customer would have been charged if such customer had not applied for or been approved for financing, and (v) Client will not discourage any person from applying for financing or otherwise discriminate against any person in conjunction with financing on the basis of race, color, religion, national origin, sex, material status or age.
- e.) In the event that Provider receives payment in respect to the Account, Provider will immediately notify Servicer by fax, email or Servicer’s online reporting platform. Servicer will then apply payment to the record of the Account. In such event, Provider authorizes Servicer to apply a debit to Provider’s next payout for the monies directly received by Provider.
- f.) In the event that Servicer receives any check, bank draft, money order or other negotiable instrument payable to Provider or Servicer in respect of the Account, the Provider hereby nominates, constitutes and appoints Servicer as its true and lawful Attorney-in-Fact with full right, title and authority to endorse and negotiate the same in Provider’s name, place and stead.
- g.) Provider agrees to pay Servicer’s fees as provided in items 23–25 of this agreement.
- h.) Unless otherwise paid in connection with the periodic remittance from Servicer to Provider as provided in this Agreement, all amounts due from Provider to Servicer shall be due within 10 days of invoice.

3. **Term.** This Agreement shall be for a term of five years from the date first above written and shall continue thereafter for consecutive one year terms unless sooner terminated upon the occurrence of any one of the following events:

- a.) At the written election of Servicer upon the bankruptcy, winding up or dissolution of Provider or at the written election of Provider upon the bankruptcy, winding up or dissolution of Servicer or the initiation of legal action against Servicer by Provider or any of its obligors.
- b.) By Servicer upon 90 days written notice of termination with or without cause in which case, servicing and fees terminate at the end of the calendar month in which the 90th day occurs
- c.) By the written agreement of the parties hereto.
- d.) In addition to any other remedies, either party may at its option, immediately terminate this Agreement if either party breaches any agreement, promise, covenant, representation or warranty contained in this Agreement or if any payment due to Servicer is delinquent for more than 30 days.

Unless terminated in accordance with the above provisions, Provider agrees that Servicer shall be its exclusive provider to Provider of billing services and collection services for the initial 60 months of this agreement.

4. **Obligations Upon Termination.** Termination of this Agreement does not relieve Provider from the obligation to pay all amounts owed to Servicer or any other obligations of Provider to Servicer. If Servicer terminates this Agreement pursuant to paragraph 3(a) or 3(d), Provider agrees to pay the exit or cancellation fee for each Account. Upon termination of this Agreement, and except as otherwise provided for herein, (i) Servicer shall cease providing billing and collection services to Provider with respect to the Accounts Receivable, (ii) Servicer shall at no cost to Servicer turn over the Accounts Receivable and a copy of the payment records of same to Provider, (iii) Provider shall assume full responsibility for billing and servicing the Accounts Receivable, (iv) in addition to remittance of funds to Provider as provided in this Agreement, Servicer may holdback a reasonable reserve to cover returns, charges and any other amounts which may be or may become due from Provider to Servicer, and (v) Provider will have the right to receive fees in connection with paying Accounts placed for collections, as well as the right to recover any other fees, expenses or reimbursements to which Servicer is entitled hereunder. Notwithstanding the foregoing, if termination is requested by either party, Servicer shall continue to collect all Accounts that have become Collection Accounts with payment plans, including those that are 60 days past due on their payment plans, all post dated checks, and any promises to pay obtained within the 30 day notice period. Any collections Account payment plan that goes 90 days delinquent shall be returned to Provider by Servicer.

5. **Collection Accounts.** All Accounts placed by Provider with Servicer that are 90 days past due at the time of placement or become 90 days past due while being serviced by Servicer shall be deemed to be a “Collection Account.” Servicer shall use reasonable efforts to collect the balance owing on such Collection

## ENROLLMENT, SERVICING AND FEE AGREEMENT

Accounts. Provider agrees that Servicer may settle any Collection Account for 50% of the total amount owing at the time it became a Collection Account, without further authorization from the Provider. Offers for settlement less than the agreed settled amount can be accepted by Servicer upon the written, faxed or emailed authorization from Provider.

### 6. Indemnities.

- a.) Provider shall be liable for and shall indemnify, defend and save Servicer harmless from and against any and all suits, actions, claims, liabilities, damages and demands, costs, actual damages, expenses and attorney fees incurred in connection with (i) any Account that is disputed by the obligor or alleged to be subject to any defense, offset, set off, counter claim or bankruptcy proceeding, or (ii) the breach of any representation, warranty, agreement, promise or covenant of Provider contained in this Agreement.
- b.) Servicer shall be liable for and shall indemnify, defend and save Provider harmless from and against any and all suits, actions, claims, liabilities, damages and demands, costs, actual damages, expenses and attorney fees to which Provider may be subject resulting from (i) the failure of Servicer to perform or observe any material covenant, term or condition of this Agreement, (ii) the material breach by Servicer of any material agreement, promise or covenant contained in this Agreement, or (iii) the reckless or willful misconduct of Servicer, its employees or agents in providing services under this Agreement. Provider agrees that Servicer and its employees, agents, officers, directors, members and owners shall not be liable to Provider for any act or omission unless the same is reckless or willful.

### 7. Standard Services to be Provided. For each Account which Servicer is providing billing services under this Agreement, Servicer agrees to:

- a.) Use its own funds, tools, supplies and equipment in the performance of its services hereunder.
- b.) Send a written welcome letter to each obligor named, with instructions to make payment to Servicer.
- c.) On a monthly basis, bill the obligor for the monthly payment due. Servicer may, in its sole discretion, send reminders or make phone calls to the obligor if payment is not received.
- d.) Post and deposit into a bank account all payments received.
- e.) Maintain business records of the Account in a commercially reasonable manner and upon the Provider's written request, provide Provider with access thereto with reasonable prior notice.
- f.) Remit to Provider by the 5th business day following the 15th calendar day of the month and month-end, the amounts received and deposited during that period, less all fees and any other sums which are or may become due from Provider to Servicer. In addition, Servicer may holdback a reasonable reserve to cover returns, charges and any other amounts which are or may become due from Client to Servicer.
- g.) Provide Provider online access to monitor their Accounts Receivable.

8. On-Line Application, Approval and Document Generation Option. Servicer has developed on-line application, approval and document generation application ("DuveraDocs") which it has made available to its clients, including Provider. Provider may select the credit risk profile for approval of applicants, and Servicer makes no warranties or representations, express or implied, regarding the future performance of Provider's Accounts Receivable. Provider may provide its own credit application and retail installment contract or modify Servicer's sample credit application and retail installment contract ("Sample Contract") to fit Provider's requirements. Servicer makes no warranties or representations, express or implied, regarding the applicability of the use of the Sample Contract for Provider's business. Provider shall have its attorneys review and modify the Sample Contract to meet Provider's requirements and to insure that the Sample Contract, as modified by Provider and its attorneys, complies with the applicable requirements of the state or states in which Provider is doing business. Provider shall be liable for and shall indemnify, defend and save Servicer harmless from and against any and all suits, actions, claims, liabilities, damages and demands, costs, actual damages, expenses and attorney fees incurred in connection with the use of the Sample Contract.

9. Optional Services. At the written request of the Provider, Servicer will provide the optional services described in the attached Schedule of "Fees Payable to the Servicer" at the prices set forth in that schedule.

10. Amendments to Fees. Servicer reserves the right to amend all fees as provided for in the "Schedule of Fees Payable to Servicer" upon sending notice to Provider at least 30 days before the effective date of such changes to fees paid by Provider.

11. Release of Information to MedChoice. Provider hereby authorizes Servicer to provide MedChoice Credit Corporation ("MedChoice") online access to Provider's client reporting.

12. Entire Agreement. This Agreement (including the attached schedule) constitutes the entire understanding and agreement between the parties with respect to the matters referred to herein. Except as set forth in this Agreement or another writing signed by the parties, there are no other agreements or understandings between the parties respecting the subject matter of this Agreement. Each party acknowledges that this Agreement has not been executed in reliance on any promise, representation or warranty not specifically set forth in this Agreement.

13. Successors. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, assigns, and representatives.

14. Construction of Agreement. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one party.

15. Governing Law / Venue. This Agreement shall be construed in accordance with and governed by the internal laws, other than choice of laws, of the State of California. This Agreement is to be performed in Carlsbad, California. Any action to enforce or interpret this Agreement shall be brought only in a federal or state court located within San Diego County, California, and each party hereby submits to the jurisdiction of any such court

16. Waiver of Jury Trial. Any action arising under or relating to this Agreement shall be heard or decided by a Judge, sitting without a jury. Each party hereby waives the right to have any such action heard or decided by a jury.

17. Modification. This Agreement shall not be modified by either party by oral representation made before or after the execution of this Agreement. All modifications must be in writing and signed by the parties.

18. Time of the Essence. Time is of the essence for the performance of all acts to be performed under, or relating to, this Agreement.

19. Further Assurances. The Parties agree to perform such other acts as are reasonably required to perform this Agreement.

20. Authority. Each person executing this Agreement on behalf of a party represents and warrants that he or she is authorized to do so and that no further signatures, consents or approvals are required for this Agreement to be the binding obligation of such party.

21. No Conflicts. Each party represents that this Agreement, and its performance under this Agreement, does not and will not conflict with any other agreement

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# ENROLLMENT, SERVICING AND FEE AGREEMENT

or understanding to which it is a party.

22. Counterparts / Fax. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original Agreement and all of which shall constitute one Agreement to be effective on the Effective Date. A fax copy shall be deemed an original. This Agreement may also be executed via electronic signature through Servicer's online platform.

23. Provider agrees to pay Servicer as follows:

- a.) A standard monthly billing services fee of 11% of the total cash collected from Provider's accounts receivable that have been placed with Servicer for billing (including any payments received directly by Provider).
- b.) A \$15.00 ACH remittance fee per deposit into Provider's bank account (generally twice per month).

24. Fees that Servicer is authorized to collect and retain from Provider's obligors:

- a.) "Check by Phone," payment due date change or similar transaction fees of \$10.00 per occurrence.
- b.) EFT Suspension Fee of \$10.00 per payment when an obligor is removed from an electronic funds transfer ("EFT") method of payment.
- c.) Any late charges, NSF or other fees imposed on Provider's obligors as permitted under the contract in accordance with applicable law.

25. Provider further agrees to pay Servicer the following fees if/where applicable:

- a.) A \$5.00 exit or cancellation fee per Account. Additionally, all NSF, late fees, bounced checks, additional bank fees for incorrect debtor information and any other negative balance due to Servicer will be deducted from Provider's account upon exit, termination or cancellation.
- b.) Merchant processing fee of 3.0% for all payments processed via credit card or debit card.
- c.) Additional bank charges incurred due to incorrect debtor information will be charged to Provider monthly.
- d.) A 10% penalty of payment collected for each non-notification of direct payment, pursuant to Section 2, Paragraph (e) of this agreement.
- e.) A 35% Collections Fee for all amounts recovered in connection with Collection Accounts.
- f.) Custom programming or other services quoted on request.

IN WITNESS WHEREOF, Provider and Servicer have entered into this Agreement as of the date set forth below.

Automatic Deposits Authorization Agreement		
I hereby authorize Duvera Billing Services, LLC (hereinafter called COMPANY), and its assignee to initiate credit entries and, if necessary, debit entries and adjustments for any credit entries in error to my (our) Checking Account at the depository institution indicated below, hereinafter called DEPOSITORY, to credit and/or debit the same to such account. This authority is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.		
Name (as it appears on check):		
Bank Name	City	State
Bank Routing #		<div style="border: 1px solid black; background-color: #e0f0ff; padding: 5px;">           FOR            ⑆ 123456789 ⑆      000123456789 ⑆      1045         </div>
Bank Account #		

Check Routing Number

Account Number

PROVIDER: \_\_\_\_\_ SERVICER: Duvera

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: Jeffrey D. Miller

Title: \_\_\_\_\_ Title: Vice President

Date: \_\_\_\_\_ Date: \_\_\_\_\_



# OPTION TO PURCHASE AGREEMENT

Healthcare Provider’s Legal Name (“Provider”): \_\_\_\_\_

All names under which Provider does business: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Website: \_\_\_\_\_ Email: \_\_\_\_\_ Tax ID#: \_\_\_\_\_

Date: \_\_\_\_\_

This Option to Purchase Agreement (“Agreement”) is entered into as of the date set forth above, by and between Duvera Billing Services LLC, dba Duvera Financial, a California limited liability company (“Servicer”) with its principal place of business at 1910 Palomar Point Way, Suite 101, Carlsbad, CA 92008 and the healthcare provider identified above (“Provider”).

1. **Option to Purchase Contracts.** From time to time, Provider may offer in writing (“Offer”) to sell, transfer, assign and convey to Duvera all of its right, title and interest in contracts between Provider and its patients in a form acceptable to Duvera evidencing consummated credit sales of certain physician services provided by Provider (“Contracts”) which have been completed, or scheduled to be completed, in a manner satisfactory to Duvera. Duvera shall have the right, but not the obligation, to purchase any and/or all of the Contracts. The purchase shall be without recourse and shall be at a price to be agreed to between Duvera and Provider at or about the time of the Offer by Provider.

2. **Purchase of Contracts.** Each purchase shall be subject to the following terms and conditions: (a) agreement of the price by Buyer and Provider for the Contract (“Purchase Price”); (b) Provider’s execution and delivery to Duvera of a Completion Statement, Bill of Sale and Assignment (“Assignment”) in substantially the form attached hereto as Exhibit 1, which shall include a statement that the services financed by Provider have been competently performed, or delivery of the services have commenced, within thirty (30) days of the date of the Contract, (c) delivery of the signed Contract to Duvera, and (d) delivery to Duvera of a copy of Provider’s physician license in good standing.

3. **Notice to Obligors.** Provider shall give notice to the obligor on a purchased Contract, and any other parties making payments on behalf of an obligor, of the assignment of each purchased Contract, that Duvera is the owner of the Contract and that all payments thereafter shall be made directly to Duvera. Provider shall remit, without offset or deduction and within five (5) days of receipt all payments received by Provider in connection with a purchased Contract from and after the date of the offer to sell the Contract to Duvera.

4. **Payment of Purchase Price.** Duvera shall pay the Purchase Price (i.e. loan amount less the agreed upon discount) on all purchased Contracts, within three (3) days of receipt of all deliverables provided for in paragraph 2, above.

5. **Provider Representations and Warranties.** As a material inducement for Duvera entering into this Agreement, Provider makes the following representations and warranties, which representations and warranties are restated by Provider in connection with each purchased Contract at the time of the Assignment of the Contract by Provider and at the time of payment of the Purchase Price by Duvera: (a) the Contract is owned by Provider free and clear of any and all interests held by third parties, including, but not limited to, assignments, security interests, encumbrances, claims, liens and levies; (b) the Contract is not subject to any claim relating to the quality of goods or services provided or the performance by the Provider of its obligations under the Contract and is a valid, bona fide, legally enforceable agreement

which is not subject to any dispute or offset of any kind by the obligor thereunder; (c) the obligor's information relating to each Contract is accurate in all material respects; (d) Provider has rendered, or will render within three (3) weeks of the date of the Contract, all services financed by the Contract in a competent manner consistent with the applicable standard of care; (e) Provider will repurchase a purchased Contract for the full Purchase Price if the services have not been performed within three (3) weeks of the date purchased; (f) each and every Contract is lawful and not in violation of any federal or state law or regulation now or hereafter in effect, including, without limitation, the Truth in Lending, Equal Credit Opportunity and Fair Credit Reporting Acts; (g) there is no pending or threatened litigation against Provider which would materially affect Provider's ability to perform each and every one of its obligations under this Agreement or under any purchased Contract; (h) Provider has full power and authority to enter into the transactions contemplated by this Agreement, including, but not limited to the entering into, sale, transfer and assignment of the Contracts; (i) Provider has received the down payment set forth in the Contract; (j) 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; (k) Provider offers to sell its financing Contracts to more than one purchaser; (l) Provider maintains in full force and effect medical malpractice and other insurance in accordance with guidelines established by Duvera from time to time for doctors operating in Provider's state; and (m) Provider has not discouraged any person from applying for financing or otherwise discriminated against any person in connection with financing on the basis of race, color, religion, national origin, sex, marital status or age. Provider agrees to and does hereby indemnify, defend, and hold Duvera and its affiliates harmless from and against any and all losses, liabilities, claims, actions, damages (whether actual, incidental, consequential, punitive or other), diminution of value, and expenses, including attorneys' fees, costs and disbursements, and whether or not involving a third-party claims, arising out of or relating to (i) any act or omission of Provider or Provider's agents in connection with the Contracts and its purchase of the Contracts pursuant to this Agreement; (ii) the material inaccuracy or breach of any of Provider's representations, warranties or covenants herein; (iii) any claim by any obligor or anyone claiming by, through or under any obligor or any person liable on any Contract regarding the assignment, subsequent enforcement, servicing or administration of the Contracts by Provider; or (iv) the violation of any statute, regulation or common law, whether state or federal, by Provider or Provider's agents with respect to an Contract. This indemnification shall survive execution and delivery of any Assignment or the termination of this Agreement.

6. **Termination.** Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other at the last known address of record. Such termination shall not affect any Contract purchased under this Agreement or any obligation of any party with respect thereto.

7. **Assignment.** Provider acknowledges and agrees that Duvera may sell, transfer, encumber or assign this Agreement and/or any Contract purchased by Duvera hereunder without Provider's consent. This Agreement is binding on Provider's successors and assigns. Provider may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Duvera. Any such assignment in violation of this provision shall be null and void.

8. **Limited Power of Attorney.** If Duvera receives a check, bank draft, money order or other negotiable instrument payable to Provider with respect to a purchased Contract, Provider hereby nominates, constitutes and appoints Duvera as its true and lawful attorney in fact, with full right title and authority to endorse and negotiate such instrument in the Provider's name, place and stead, and shall otherwise cooperate with respect to such endorsement and negotiation.

9. **Entire Agreement.** This Agreement, including the Exhibits, constitutes the entire Agreement between the parties with respect to the subject matter herein. All prior to contemporaneous agreements, understanding, representation, warranties and statements, oral or written, relating to the subject matter hereof are superseded. No modification of or amendments to this Agreement shall be binding unless in writing and executed by both parties.

10. **Severability.** If any term, covenant, condition or provision of this Agreement is unlawful, invalid or unenforceable for any reason whatsoever, and such illegality, invalidity or unenforceability does not affect the remaining parties of this Agreement, then such remaining parts shall be valid and enforceable and have full force and effect as if the invalid or unenforceable part had not been included.

11. **Further Assurances.** Provider agrees to execute and deliver, and authorizes Duvera to execute and deliver and file for itself and on behalf of Provider, any documents, including forms under the Uniform Commercial Code, necessary or desirable to confirm, protect or renew Duvera's interest in any Contract.

12. **Headings.** The headings contained in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereon.

13. **Counterparts; Fax Signatures.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and any party may execute this Agreement by signing any such counterpart. Fax signatures, bearing the identification of the sender's fax machine, shall be treated for all purposes as original signatures on this Agreement and any notice.

14. **Other Terms and Conditions.** This Agreement shall be construed, and the rights and obligations of the parties hereunder determined, in accordance with California state law, without regard to principles of choice of law. The parties agree that any legal actions between Buyer and Provider and or the Principals, regarding the enforcement of this Agreement, or respecting any warranty, representation, covenant, or the breach thereof by any party, or any claim for indemnity, shall be originated in the San Diego County Superior Court, State of California and Buyer hereby consents to the jurisdiction of said court in connection with any action or proceeding initiated concerning this Agreement and agrees that service by Federal Express or such other overnight carrier with tracking capabilities and which requires a signature to establish delivery at the address specified below shall be sufficient to confer jurisdiction over the party in such Court. In the event any action is brought for enforcement or interpretation of this Agreement, the prevailing party shall be entitled to attorneys' fees and costs incurred in said action. Nothing in this Agreement shall be construed so as to constitute or deem the relationship between the parties as a partnership or joint venture. This Agreement shall become effective only when executed and accepted by Duvera. As a specifically bargained for inducement for Duvera to enter into this Agreement, and after having the opportunity to consult counsel, Provider and Principals hereby expressly waive the right to trial by jury in any lawsuit or proceeding relating to this Agreement or arising in any way from the transactions contemplated herein.

IN WITNESS WHEREOF, Provider and Servicer have entered into this Agreement as of the date set forth above.

PROVIDER:	DUVERA:
Signature: _____	Signature: _____
Print Name: _____	Print Name: Scott Vertrees
Title: _____	Title: President & CEO

**Misrepresentation, Fraud and Breach of Contract Personal Guarantee.** The undersigned (singularly a "Principal" and together "Principals") of Provider have a direct personal interest in the success of Provider. Each Principal acknowledges that, in entering into this Agreement, Duvera is relying on the representations and commitments of Provider contained in the Agreement and of the Principals contained in this paragraph. To induce Duvera to enter into the Agreement, each Principal represents and warrants to Duvera (a) that all representations of Provider contained in the Agreement are true, correct, full and complete, (b) that Provider and the Principals have disclosed to Duvera in writing all material facts and circumstances relating to Provider and its finances, activities and operations, (c) that all representations of Provider to Duvera in the future will be true, correct, full and complete, (d) Provider has not, and will not in the future, engage or participate in any act which would constitute fraud, material misrepresentation, gross negligence or willful misconduct or violation of any law, and (e) Provider will timely and fully perform each and every obligation required of it under the Agreement. Each Principal agrees to and does hereby indemnify, defend, and hold Duvera harmless from and against any and all losses, liabilities, claims, actions, damages (whether actual, incidental, consequential, punitive or other), diminution of value, and expenses, including attorneys' fees, costs and disbursements, and whether or not involving a third-party claims, arising out of or relating to the breach by Provider of any material obligation or representation contained in the Agreement or the breach by any of the Principals of any material obligation or representation contained in this paragraph. Each Principal is jointly and severally liable for the representations and obligations (including the indemnity obligations) contained in this paragraph.

Principal(s):

Signature: _____	Signature: _____
Print Name: _____, an individual	Print Name: _____, an individual

EXHIBIT 1

COMPLETION STATEMENT, BILL OF SALE AND ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, Provider hereby sells, assigns, and transfers to Duvera Billing Services, LLC, dba Duvera Financial (“Duvera”), all of Provider’s rights, title and interest in each and every Contract listed on Schedule 1 attached hereto. Such transfer is made pursuant to the terms of that Option to Purchase Agreement dated \_\_\_\_\_, 20\_\_ between Provider and Duvera.

Provider represents that the services financed by Provider in connection with each Contract assigned have been performed in a competent manner consistent with the applicable standard of care, within thirty (30) days of the date of the Contract.

IN WITNESS WHEREOF, Provider has signed and delivered this instrument on the \_\_\_ day of \_\_\_\_, 201\_\_.

Provider:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



**IRREVOCABLE DISBURSEMENT AUTHORIZATION AGREEMENT**

Healthcare Provider’s Legal Name (“Provider”): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date: \_\_\_\_\_

This Irrevocable Disbursement Authorization Agreement (“Agreement”) is entered into as of the date set forth above, by and between Duvera Billing Services LLC, a California limited liability company (“Servicer”) with its principal place of business at 1910 Palomar Point Way, Suite 101, Carlsbad, CA 92008, the healthcare provider identified above (“Provider”), MedChoice Credit Corporation, a Delaware corporation, whose principal mailing address is PO Box 811463, Boca Raton, FL 33481-1463 (“MedChoice”) and Health First Technologies, an Nevada corporation whose principal office is located at 6551 Highway 50 East, Suite 1, Dayton, Nevada 89403 (“HFT”).

For each Retail Installment Contract (“Contract”) where:

1. Provider is the Seller or Provider named in the Contract; and
2. The Contract is placed by Provider for servicing;

Provider hereby assigns to HFT and MedChoice \$299 (the “Assigned Amount”) of those funds otherwise payable by Servicer to Provider pursuant to that Account Servicing Agreement entered into between Provider and Servicer, to be paid over nine (9) months (the “Number of Months”). (The Assigned Amount divided by the Number of Months shall be defined as the “Monthly Assigned Amount.”) For each Contract, Provider hereby irrevocably instructs Servicer to deduct the Monthly Assigned Amount, up to the total of the Assigned Amount, from monies otherwise owing to Provider pursuant to the Account Servicing Agreement. This Agreement constitutes good and sufficient authority to make this deduction and disburse these funds.

Notwithstanding the foregoing, in the event that in any month, Servicer has not collected sufficient funds from the obligor on a Contract to remit the Monthly Assigned Amount to Provider under the terms of the Account Servicing Agreement, then HFT and MedChoice shall only be entitled to that amount that would otherwise be remitted to Provider on account of the Contract for the month in question, after payment of all amounts otherwise due and owing to Servicer.

Payment of any amount hereunder to HFT and MedChoice shall be made concurrently with the monthly remittance to Provider.

Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the matters referred to herein. Except as set forth in this Agreement or another writing signed by the parties, there are no other agreements or understandings between the parties respecting the subject matter of this Agreement. Each party acknowledges that this Agreement has not been executed in reliance on any promise, representation or warranty not specifically set forth in this Agreement.

Successors. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, assigns, and representatives.

Construction of Agreement. This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one party.

Governing Law / Venue. This Agreement shall be construed in accordance with and governed by the internal laws, other than choice of laws, of the State of California. This Agreement is to be performed in Carlsbad, California. Any action to enforce or interpret this Agreement shall be brought only in a federal or state court

Email Form

Print Form



IRREVOCABLE DISBURSEMENT AUTHORIZATION AGREEMENT

located within San Diego County, California, and each party hereby submits to the jurisdiction of any such court Waiver of Jury Trial. Any action arising under or relating to this Agreement shall be heard or decided by a Judge, sitting without a jury. Each party hereby waives the right to have any such action heard or decided by a jury.

Modification. This Agreement shall not be modified by either party by oral representation made before or after the execution of this Agreement. All modifications must be in writing and signed by the parties.

Further Assurances. The Parties agree to perform such other acts as are reasonably required to perform this Agreement.

Authority. Each person executing this Agreement on behalf of a party represents and warrants that he or she is authorized to do so and that no further signatures, consents or approvals are required for this Agreement to be the binding obligation of such party.

No Conflicts. Each party represents that this Agreement, and its performance under this Agreement, does not and will not conflict with any other agreement or understanding to which it is a party.

Counterparts / Fax. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original Agreement and all of which shall constitute one Agreement to be effective on the Effective Date. A fax copy shall be deemed an original. This Agreement may also be executed via electronic signature through Servicer's online platform.

Business Name

Health First Technologies

Provider Signature

Gary White, President

MedChoice Credit Corporation

Servicer  
Duvera Billing Services, LLC

Philip Hall, CEO

Jeffrey D. Miller, Vice President