

# UNITED MEDICAL CREDIT 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”).

## RECITALS

A. UMC provides financing services to clients of participating medical, dental, veterinary, and other health providers through which qualified patients of such providers may finance the cost of desired medical, dental, veterinary, or other health procedures, services or products purchased from Provider;

B. Provider is lawfully engaged and properly licensed to conduct business in providing one or more medical, dental, veterinary, or other procedures, services, or products (“Services”) to individual patients (“Clients”);

C. Provider desires to participate in the UMC Medical Finance Service Program (the “Program”) whereby Clients of Provider may apply for and, if qualified, obtain from or through UMC financing to facilitate Client’s payment of the purchase price for Services; and

D. UMC desires that Provider participate in the Program in compliance with the terms, conditions and covenants set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

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

1.1 Referral of Clients. 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 that owner(s)/principal(s) and employees of Provider will not submit personal applications for financing through UMC without written permission by UMC.

1.2 Qualification of Clients. UMC shall take any and all action reasonably necessary to ascertain whether or not Provider’s Client qualifies for the financing requested from UMC or from any Lenders through the Program. Provider shall not be obligated to assess or pre-qualify any Client to ascertain his or her creditworthiness and is not authorized to make any representations or promises about whether or not a Client will qualify to obtain such financing. UMC makes no promises, representations, or guaranties that financing for a particular Client will be approved. UMC and/or Lenders may accept or reject any Client for financing based upon applicable underwriting and origination guidelines as interpreted by UMC or Lenders in their sole discretion.

1.3 Verification of Client Identity. Provider shall take all reasonable steps to verify the identity of each Client (and any co-signer or guarantor for any Client), including, without limitation, inspecting the government-issued photo identification of Client and/or of Client’s co-signer or guarantor. Provider shall not refer any Clients to UMC whose identification, documentation, or financial information Provider believes, or has reason to believe, is not accurate, valid, and genuine.

1.4 Cost of Services Financed. As part of a Client’s application for medical financing, Provider shall obtain Client’s waiver and release of Client’s privacy rights under applicable local, state, and federal laws (including, without limitation, under the Health Insurance Portability and Accountability Act) to allow UMC and/or Lenders to assess the cost of the desired Service as related to the amount of financing desired by Client.

1.5 Financing Application and Consumer Credit Disclosures. To allow sufficient time for application, underwriting and processing, it is recommended that Client make a full and complete application for financing to UMC not less than fourteen (14) days prior to the delivery of the desired Services. A full and complete application shall include all necessary income, expense, assets and liability information. Upon receipt of such application and information, UMC will submit the same to one or more Lenders for processing and underwriting with respect to obtaining for Client financing ("Financing"). Provider acknowledges that applications for financing made less than fourteen (14) days prior to the delivery of Services are more likely to be subject to delays beyond the planned date for delivery of Services by Provider. UMC shall not be liable to Provider for any such delays. Upon receiving approval for Financing by a Lender, UMC may, but is not obligated, to assist as needed in facilitating delivery of all Lender disclosure documents required for such financing. Provider shall not participate in handling any disclosure documents related to any Financing. Nothing contained herein is intended to preclude any Lender from offering Financing to a Client to deal directly with the Client in making required disclosures and closing any Financing.

1.6 Approval and Funding Process. Upon satisfaction of Lender's or UMC's lending requirements, a Financing agreement ("Note") shall be executed by Client in favor of Lender or UMC. Upon execution of all required disclosure documents and the Note, Lender, or UMC, shall fund the Financing through UMC and UMC shall pay Provider directly for Services to Client via Automated Clearing House ("ACH"), or check account established in advance between UMC and Provider. If payment by ACH is selected by the Provider, Provider shall cooperate with UMC in establishing an ACH direct settlement account by providing UMC in advance with a voided check from the account to be used by UMC for funding. Provider authorizes United Medical Credit Inc. ("UMC") to initiate ACH transfer entries and to credit and/or debit the account identified. This authorization shall remain in effect unless and until UMC receives written notification from Provider that this authorization has been terminated in such time and manner to allow UMC to act. The undersigned represents and warrants to UMC that the person executing this release is an authorized signatory on the account referenced above and all information regarding the account is true and correct.

1.7 Payment of Financing Funds. The manner and timing of funding shall be based on the circumstances and timing of the application, approval and funding of each Note as well as the timing of the planned delivery of Services. If a Client is approved for UMC's Patient Direct Program, funds are distributed to Client directly from the Lender. 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.

1.8 UMC Fees. The amount of the UMC Fee shall be based upon the terms and conditions of the Financing programs available through UMC at the time Client applies and the Financing for which Client is approved ("UMC Fee"). Pricing relating to UMC Fees under this Agreement will be provided by UMC in a Fee Schedule which UMC may distribute from time to time. In the event any Financing to Provider's Client is approved and funded by UMC or any Lender as facilitated by UMC, payment of the UMC Fee shall be paid by Provider as an automatic deduction by UMC from the Financing proceeds. Provider hereby authorizes UMC to deduct and retain any and all UMC Fees from any Financing made to Client for which the proceeds of such Financing are paid to Provider for Services as contemplated by this Agreement. The available Financing programs and corresponding UMC Fees for each program are subject to unilateral modification by UMC based upon changes in available Financing programs, available Lenders, and related market conditions. Provider shall be notified in advance by UMC of any modification in the UMC Fee Schedule in advance of the funding of any Financing for the benefit of Client.

1.9 Manner of Payment of the UMC Fee. Provider hereby expressly authorizes UMC to automatically deduct the UMC Fees from the proceeds of financing prior to payment to Provider. All UMC Fees shall be automatically deducted from the total financing proceeds prior to disbursement to Provider. Provider hereby agrees and accepts the proceeds of the total Financed amount less UMC Fees as payment in full by Client to Provider of the total financed amount.

1.10 Restrictions on Provider Surcharging Client for UMC Fees. Provider shall not surcharge or seek to recover from Client any UMC Fees paid to UMC by Provider. Provider hereby expressly agrees to defend, indemnify and hold UMC, and its shareholders, directors, officers, employees, and agents and any Lender involved in any note, harmless from and against any and all losses, claims, demands, liabilities, costs, damages, and expenses (including attorneys' fees) of any nature or kind that arises from or in connection with any breach of this covenant by Provider. Provider agrees to immediately refund such amounts to UMC.

1.11 Cancellation of Service. In the event that proceeds are paid to Provider prior to the delivery of Service in its entirety by Provider to Client and the Service is cancelled before delivery for any reason, Provider shall promptly refund to UMC the advanced amount of the monies received from UMC or Lender within three (3) days of such cancellation. Provider shall not charge UMC, Lender or Client any fee in any form for any such cancellation out of the advanced amount of the financed proceeds. Failure to comply with this provision shall constitute a material breach of this Agreement. The term "advanced amount" means the amount paid to the Provider by UMC.

1.12 Timely Performance of Service or Delivery of Product. If any Service or Product is not performed or delivered in its entirety within thirty (30) days from the date of disbursement of funds from UMC to Provider, Provider shall promptly refund to UMC the advanced amount of the monies received from UMC or Lender within three (3) days of the 31<sup>st</sup> day after funds are disbursed to Provider from UMC. If the Provider requests an extension of the thirty (30) day period, then the Provider must notify UMC in writing that the Service will take more than 30 days. If UMC accepts the extension request in writing in UMC's sole and absolute discretion, this provision shall be extended to no more than one-hundred and twenty (120) days. Provider shall not charge UMC, Lender or Client any fee in any form for any such cancellation out of the advanced amount of the financed proceeds. Failure to comply with this provision shall constitute a material breach of this Agreement.

1.13 Refunds on the Cost of Services. If there is a refund by Provider of any portion of the cost of any Service delivered by Provider to Client that was paid for by Financing, the refund shall be made to UMC for handling and not to the Client, unless other arrangements are agreed upon in writing between UMC and Provider.

1.14 Person Receiving Services. UMC requires and Provider agrees and acknowledges that the person who receives the Service shall be the person listed on the Financing agreement. UMC shall rely on the Provider to verify that the person who is receiving the Service or Product is listed on the Financing agreement. UMC will issue a "Provider Disbursement Form" prior to disbursement of any funds to Provider that has the person who is receiving the Service or Product listed as the "Client". By signing the "Provider Disbursement Form", Provider acknowledges and agrees that the "Client" listed on the "Provider Disbursement Form" is the one receiving the Service from Provider. Provider must notify UMC immediately if Provider believes or has reason to believe that the "Client" listed on the "Provider Disbursement Form" is not the person receiving Service. If at any time, UMC believes or has reason to believe that that person listed on the "Provider Disbursement Form" is not the one who is receiving or has received the Service, Provider hereby authorizes UMC to automatically charge-back the advanced amount to Provider.

1.15 Accounts Opened Fraudulently. If there is any dispute on a Loan Agreement regarding a Client's identity, Provider will be required to show proof that the Client's government-issued photo identification was verified and such verification was documented when any agreements or documents were executed by Client. If the Client files a fraud affidavit with any law enforcement authority, claims that any agreement with Provider was entered fraudulently, inappropriately, or without Client's consent, or otherwise disputes the validity or enforceability of any agreement between Client and Provider, Provider hereby authorizes UMC to automatically charge-back the advanced amount paid to Provider via ACH. If UMC does not have ACH privileges to Provider, Provider shall return the proceeds originally remitted for that Financing Agreement to UMC within (3) three days after receiving written notification from UMC.

1.16 Charge-Back Rights. This program is a non-recourse program for Provider, meaning UMC will not seek repayment from Provider if the Client fails to repay the loan. However, Provider hereby expressly authorizes UMC to automatically charge-back the advanced amount to Provider:

- (i) In the event of any dispute or controversy between a Client and Provider, including, without limitation, any dispute or controversy resulting from any alleged breach of agreement or misrepresentation by Provider related to the Service, Product, or Financing if UMC has given Provider an opportunity to respond and UMC determines that the Client's dispute is valid;

- (ii) In the event the financed procedure is not performed, the Service is not provided, or the Product is not delivered;
- (iii) In the event the Provider, or any of Provider's employees, contractors, agents, officers, or agents, are not properly licensed at the time of the procedure;
- (iv) Upon the filing of any lawsuit or arbitration alleging professional negligence or malpractice by the Client related to any Service;
- (v) In the event UMC believes or has reason to reasonably believe that any information provided by the Client or by the Provider to UMC was incorrect, inaccurate, incomplete, or misleading (including, without limitation, the Client's identity and Provider's Warranties and Representations set forth in Section 8);
- (vi) In the event any of Provider's representations or warranties contained in this Agreement are materially untrue or incorrect;
- (vii) In the event UMC believes or has reason to believe that any agreement provided by the Provider or the Client to UMC is not a bona fide legal obligation of the Provider or the Client, or any document provided by the Provider or by the Client to UMC is the subject of fraud, is invalid, or has been tampered with in any way;
- (viii) In the event that any Lender charges-back or disputes any funds delivered to or due and payable to UMC or the provider on the basis of non-receipt of services and provider fails to provide a Procedure Verification Form within seven (7) business days of request by UMC; or
- (ix) Any other occurrence constituting a material breach or default under Section 9 herein.

UMC shall provide Provider with written notice of any and all disputes and allegations of breach or misrepresentation and allow Provider five (5) days to address and/or resolve such allegations. Provider's response on these matters shall be submitted to UMC in writing.

1.17 Assignment of Holder Rights under Financing Documents. Any Note executed by any Client of Provider for financing to pay for Provider Services under this Agreement may be assigned by the holder of such Note, whether UMC or any other Lender, and the holder of such Note or the assignee of the holder shall have the absolute right to collect all amounts due on the Note from Client and all other rights related thereto.

2. Option to Purchase Contracts. From time to time, Provider may offer in writing ("Offer") to sell, transfer, assign and convey to UMC all of its right, title and interest in contracts between Provider and its patients in a form acceptable to UMC 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 UMC. UMC shall have the right, but not the obligation, to purchase any and/or all of the Contracts. The purchase shall be at a price to be agreed to between UMC and Provider at or about the time of the Offer by Provider.

2.1. Purchase of Contracts. Each purchase shall be subject to the following terms and conditions: (a) agreement of the price by UMC and Provider for the Contract ("Purchase Price"); (b) Provider's execution and delivery to UMC of a Completion Statement, Bill of Sale and Assignment (collectively, "Assignment") form, which shall include a warranty 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 and any other required supporting documentation (e.g. copy of government-issued photo identification, proof of income) to UMC; and (d) delivery to UMC of a copy of Provider's physician license in good standing.

2.2. 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 UMC is the owner of the Contract and that all payments thereafter shall be made directly to UMC. 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.

3. Term and Termination. The initial term ("Initial Term") of this Agreement shall be for a period of one (1) month commencing upon the date of this Agreement. Upon the expiration of the Initial Term, this Agreement shall remain in effect until either party terminates it as provided herein. This agreement may be terminated: (i) by either party on thirty (30) days advance written notice to the other party. (ii) by UMC upon notice to provider in the event (1) Provider fails to comply in any material respect with any representation, warranty, term or obligation under this

Agreement; (2) Provider suffers a material adverse change in its business, financial condition, business practices, products or services; (3) Provider sells all or a substantial portion of Provider's business or assets; (4) UMC deems Provider to be financially insecure; or (5) there are, as determined by UMC at its sole discretion, excessive Chargebacks on loans submitted by Provider or Provider's patients/clients in any calendar quarter. Upon termination of this Agreement UMC shall reconcile all existing accounts between the parties and all earned UMC Fees, charge-backs, and refunds shall be credited as appropriate to each respective party. In the event, any issues arise under any Note executed pursuant to this Agreement that requires refunds or charge-backs for any reason, the party subject to such refund or charge-back shall pay such amounts upon demand.

4. UMC and Provider Advertising. If the Provider agrees to use the internet-based website banner for UMC on Provider's website, Provider shall remove said banner from Provider's website within ten (10) days of termination of this Agreement.

5. Provider's Liability Insurance and Indemnity. Provider represents and warrants that at all times during this Agreement, Provider shall maintain an appropriate amount of malpractice insurance to satisfy any claims against Provider by Clients for professional negligence. UMC and any Lender providing financing hereunder are independent of Provider and Provider shall defend, indemnify, and hold UMC and any Lender, or assignee of any Note executed by a Client of Provider, harmless against any losses, demands, liabilities, costs, damages, and expenses (including attorneys' fees) of whatever form or kind, from claims made against Provider by Client arising out of Services rendered by Provider.

6. Non-Circumvention. Provider hereby expressly represents, warrants, and agrees that it and all of its officers, directors, agents, affiliated companies, successors in interest or assignees shall not directly or indirectly attempt to circumvent UMC by contacting, dealing with, entering into any agreement with, partnering with, or otherwise doing business with or attempting to obtain financing directly or indirectly from any Lender (or any employee, officer, director, agent, or individual affiliated with any Lender) for the later of the following: (i) two (2) years from the date this Agreement is terminated; (ii) five (5) years from the date of the agreement, or (iii) two (2) years after a receipt by UMC of an application from any current or prior patient of the Provider, regardless of whether such application is provided to UMC directly by the Provider.

7. Confidentiality. The parties each acknowledge and agree that during the term of this Agreement, private, confidential and proprietary information, including, without limitation, financial data and client information ("Proprietary Information") will be exchanged between the parties in order to accomplish the objectives of this Agreement. Each party agrees, covenants and warrants to keep confidential all Proprietary Information obtained from the other party, and shall not use or disclosed such information to any third party (including, without limitation, any business, operation, corporation, partnership, association, agency or other person or entity which is in the same business or industry as, or contemplates operating in the same business or industry as, UMC) for any reason beyond the purpose of this Agreement. Provider agrees to strictly limit access, use, dissemination, disclosure, reproduction, and distribution of the Proprietary Information obtained from UMC only in the course of performance pursuant to this Agreement and disclose Proprietary Information only to those of its employees, representatives, agents and contractors that need to know it in performing the obligations under this Agreement. Any failure by Provider to keep the Proprietary Information strictly confidential shall be deemed an immediate and material breach of this Agreement and will entitle UMC to institute any and all necessary action against Provider that UMC deems appropriate, including, but not limited to, seeking temporary and permanent injunctive relief against Provider and any other persons or entities, in addition to any and all other remedies available under this Agreement, or at law, in equity or by statute. Each party shall have the right to disclose Proprietary Information as required by law or legal process.

8. Representations and Warranties. Provider hereby represents, warrants, and covenants to UMC as follows, upon which representations, warranties, and covenants UMC has expressly relied in entering into this Agreement and agreeing to engage in the transactions described herein and contemplated hereby:

(a) Provider is currently, and shall be throughout the term of this Agreement, duly organized, validly existing, and in good standing in the state of its incorporation as such, and has full power to carry on its business;

(b) Provider is in compliance with, and will continue to comply with, all applicable laws,

rules and regulations, including but not limited to: laws relating to (i) Services; (ii) the advertising or sale of products and services; and (iii) laws relating to privacy and data security.

(c) All of Provider's operations are duly licensed and permitted under all federal, state and local laws, rules and regulations of any governmental authority, including without limitation, all licenses, registrations, certifications, and permits necessary or appropriate to carry on its business and to own and operate its assets, properties, and businesses;

(d) Provider will provide only truthful and complete information to UMC, and will take no action to prevent any obligation from being valid and enforceable against any party;

(e) Provider has duly paid any and all license, franchise, corporation or other taxes, fees, duties or charges levied, assessed or imposed upon it or upon any of its properties of whatsoever kind or description;

(f) The execution and delivery of this Agreement by Provider and Provider's performance of the transactions contemplated herein have been duly and validly authorized by all necessary action, including any action required under Provider's governing instruments;

(g) The execution, delivery and performance of this Agreement constitute a legal, valid and binding obligation of Provider enforceable in accordance with its terms, without any offsets or counterclaims, and no further actions are required for Provider to enter into this Agreement and such other instruments;

(h) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a violation or default of any statute, rule or decree of any court, administrative agency or governmental body to which Provider is or may be subject;

(i) There are no investigations, claims, proceedings, or litigation pending or, to the best of Provider's knowledge, threatened against itself by any regulatory body or governmental agency having jurisdiction over it regarding its business, licenses, permits, or assets, or that would affect Provider's ability to perform each and every of its obligations under this Agreement or any Agreement or instrument related hereto;

(j) Provider covenants that, at no time during the Term will it knowingly communicate to UMC or any Lender any incorrect, inaccurate, incomplete, or misleading information of any kind or nature;

(k) Provider has, and will continue to have throughout the Term, legal capacity to perform and provide the Provider Services;

(l) Provider shall require each Client to present appropriate government-issued photo identification to verify Client's identity;

(m) Provider will complete a UMC Program Overview and ensure that Provider's employees operate in accordance with applicable law, the program guidelines, this Agreement and any materials provided by UMC; and

(n) No false, fraudulent or misleading representations were made nor were unfair or deceptive trade practices engaged in by Provider or by the Client, and no statements, promises or representations were made by Provider to Client, except as stated in writing in any financing agreement.

The representations and warranties contained herein shall be deemed to be continuing representations, warranties and covenants of Provider and shall continue beyond the Term of this Agreement and until all obligations of Provider hereunder have been fully performed and all sums due to UMC have been paid in full without any contingent liability to return any amounts received.

9. Default. In addition to all other breaches and defaults described herein, the occurrence of any one or more of the following shall constitute a material breach and default under and in connection with this Agreement:

(a) Provider's failure to fully and timely pay or refund any amounts at any time due and owing to UMC under this Agreement;

(b) The failure of either party to fully and timely perform any duty or obligation under this Agreement within ten (10) days after receiving written notice of such failure;

(c) Provider ceases to do business, dissolves, becomes insolvent, files for bankruptcy, or has a receiver appointed for any portion of its property or assets;

(d) If any representation or statement (including, without limitation, the Warranties and Representations set forth in Section 8) made or furnished by or on behalf of Provider to UMC or any other person or entity is or was incorrect, inaccurate, incomplete, or misleading when made.

10. Attorneys' Fees and Collection or Enforcement Costs. In any legal action, small claims action, arbitration, bankruptcy proceeding, appellate proceeding, post-judgment enforcement proceeding or other post-judgment enforcement activities or other proceeding brought to enforce or interpret the terms of (i) this Agreement, (ii) any Contract purchased under this Agreement, or (iii) any individual continuing guaranty of any principal or officer of a party to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and any costs incurred in that proceeding or activity in addition to any other relief to which it is entitled. The provisions of this Section constitute a distinct and severable agreement from the contractual rights created by this Agreement. In the event of a judgment against one party concerning any aspect of this Agreement or the subject matter hereof, the right to recover post-judgment attorneys' fees and other costs incurred in enforcing the judgment shall not be merged into and extinguished by any money judgment.

11. Mutual Indemnifications. Each party hereby agrees to defend, indemnify and hold harmless each other, and the other party's affiliates, subsidiaries, employees, officers, directors, shareholders, attorneys and agents, from and against any and all losses, claims, liabilities, demands and expenses whatsoever, including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with any breach by the indemnifying party of its representations, warranties, covenants or obligations or any negligent or wrongful act of or by such party in the performance of its duties under this Agreement. All indemnities and obligations contained herein shall survive the expiration or termination of the Agreement. Each party agrees to provide the other party with prompt notice of any claim or suit within the scope of the indemnities contained in this Agreement, and to furnish all relevant facts in such party's possession or control, cooperate fully with the other party hereto in its defense of any such action, and not to settle any such matter without the other party's prior written consent, unless any such settlement contains an unconditional release from liability of the other party.

12. Relationship of Parties. The parties to this Agreement are independent contractors. Nothing in this Agreement creates or shall be deemed to create a partnership, joint venture, agency, or employer-employee relationship between the parties. Neither party shall, under any circumstances, hold itself out to be an agent or employee of the other party.

13. Notices. Any notice required or permitted hereunder shall be in writing and shall be deemed to be delivered either: (i) upon personal delivery to the party to whom such notice is addressed, (ii) Any electronic form of communication (Facsimile, E-Mail) or (iii) three (3) days after being deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at such party's address set forth on Provider Application, or at such other address as may be subsequently designated by such party in writing to the other party hereto and delivered in accordance with this Section.

14. Entire Agreement. This Agreement is binding upon the successors, heirs, personal representatives, and assigns of the Parties, and constitutes their entire agreement with respect to the matters discussed herein. Any and all prior agreements, representations, negotiations and understandings made by the parties, oral and written, express or implied, are hereby superseded and merged herein. In the event of a conflict between the terms of this Agreement and the terms of any Disbursement Form from UMC, the terms of the Disbursement Form shall supersede the conflicting terms of this Agreement.

15. Severability. Should any of the provisions in this Agreement be declared or be determined to be illegal or invalid, all remaining parts, terms or provisions shall be valid, and the illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of

the United States and the State of California. The parties consent to the sole and exclusive jurisdiction of the state courts and federal courts having jurisdiction in Orange County, California for any dispute arising out of or related to this Agreement.

17. Jury Waiver. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF, CONNECTED WITH, OR INCIDENTAL TO THE RELATIONSHIPS ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. INSTEAD, ANY DISPUTES RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

18. Amendments. This Agreement may be amended from time to time by UMC upon thirty (30) days prior written notice to the Provider. The available terms of financing available to a Client are not fixed by this Agreement and are governed by market conditions. The parties acknowledge that terms and interest rates may fluctuate day to day and may change without notice between the parties.

19. Waivers and Remedies. No waiver by a Party of any of such Party's rights, or any breach or default of another Party shall operate as a waiver of any other right, breach, or default, or of the same right, breach, or default in the future.

20. Survivability. Any termination of this Agreement shall not terminate the accrued rights between the parties at the time of such termination. Each party agrees to fully and promptly perform all accrued obligation owed to the other party upon termination. The covenants of confidentiality and nondisclosure set forth herein shall survive the termination of this Agreement.

21. Assignment. This Agreement is not assignable or delegable by Provider without UMC's prior written consent, which consent may be withheld for any reason in UMC's sole discretion. It is acknowledged and agreed by Provider that UMC may assign its rights hereunder or the rights of any Note holder at any time and without notice to Provider.

22. Counterparts; Execution. This Agreement may be executed in one or more identical counterparts, all of which shall together constitute one and the same instrument when each party has signed one counterpart. To the extent permitted by law, if any signature to this Agreement or any amendment hereto is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.