

Provider Agreement

THIS AGREEMENT is made on this ___ day of _____, 20___, by and between CAMBRIDGE MANAGEMENT GROUP, L.L.C., a New Jersey limited liability company (“CMG”), and _____ (“Medical Provider”), a _____ corporation, and (its) affiliates, successors and/or assigns, with a principal office located at _____.

Recitals

- A. CMG is engaged in the business of purchasing receivables payable from the proceeds of personal injury claims.
- B. In the course of Medical Provider’s practice, Medical Provider may administer medical treatment to persons who are pursuing a claim for compensation for injuries which were sustained as a result of being involved in an accident due to the alleged negligence of a third party (“Patients”).
- C. Medical Provider, in certain cases, accepts deferred payment out of the proceeds of the recoveries on such claims to the extent payment for such treatment will not be covered, in whole or in part by the insurance of the Patients, or payment on a current basis cannot be assured by the Patients or the Attorneys (“Receivables”).
- D. In order to be assured that full payment of the Receivables is made out of the proceeds of the claim, the regular custom of Medical Provider is to obtain a “Letter of Protection” or “lien” in a form substantially the same as that of the form annexed hereto and made part hereof as Exhibit A, executed by Patients and duly acknowledged by Attorneys.
- E. At times, Medical Provider may desire to sell in return for payment on a current basis, and assign the right to receive the anticipated payments to Medical Provider on the Receivables. In other circumstances, where there is no viable form of current payment available, Medical Provider may desire to have CMG review a claim prior to services being rendered by the Medical Provider to determine if there is a viable claim for which CMG would potentially agree to pay for Medical Provider’s proposed services at the time service is rendered and CMG would receive assignment of the lien the Medical Provider would have the patient execute at the time of CMG approval. This scenario shall be included under the definition of Receivables for the purposes of this agreement.
- F. After a review of the proposed Receivables for sale, CMG may be willing to purchase some or all of the Receivables described above and any and all future receivables Medical Provider may obtain, upon terms acceptable to Medical Provider, provided that Medical Provider agrees to deal exclusively with CMG as the sole purchaser of such receivables.

In consideration of the mutual promises contained herein, the sufficiency of which are hereby acknowledged, CMG and Medical Provider agree as follows:

- 1. The Recitals set forth above are incorporated into this Agreement and are hereby made a part thereof.
- 2. Medical Provider agrees to offer for sale to CMG on an exclusive basis the right, title and interest of Medical Provider in any Receivables Medical Provider wishes to sell. In consideration therefore, CMG agrees to a) priority review of Medical Provider Receivables for sale b) specific client liason assigned to the Medical Provider for direct contact c) preferred pricing to Medical Provider patients d) immediate payment to Medical Provider once they confirm services have been rendered e) free case review for Medical Provider if Medical Provider is contemplating providing services on a lien but is not planning to assign that potential Receivable at the present time. Nothing in



a proposal to purchase any one or any group of the Receivables offered for purchase by Medical Provider. Upon agreement by both parties to terms for the transfer of said Receivables, the conveyance of Medical Provider's right, title and interest in and to any one or more the Receivables being purchased by CMG will be effectuated by the execution and delivery by Medical Provider of a "Receivables Purchase and Assignment Agreement."

3. During the term of this Agreement, Medical Provider agrees to deal exclusively with CMG in offering Receivables for sale, and neither the Medical Provider, nor any of Medical Provider's employees, agents, or employees, or any professional, partnership, professional corporation, or other entity through which the professional services of Medical Provider are rendered, shall directly or indirectly seek to sell, assign, pledge, or otherwise encumber the Receivables, or seek financing from any person, firm, or entity other than CMG relating to the Receivables, without obtaining CMG's express prior written consent.
4. The term of this Agreement shall be for a period of five (5) years from the date hereof, and shall automatically renew for another five (5) year period thereafter, and will continue to do so every five years, unless terminated by either party via written notice within thirty (30) days of the expiration of each five (5) year term.
5. Medical Provider agrees: (i) that CMG shall be entitled to recover injunctive relief, with or without notice, both preliminary and permanent, enjoining and restraining a breach or threatened breach of the exclusivity provisions of this Agreement; (ii) that in an action seeking such relief, irreparable harm will be presumed and not required to be proved, and (iii) that CMG shall not be required to post a bond. No remedy conferred upon either party in this Agreement is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and will be in addition to every other remedy given herein or existing in the future at law or in equity or by statute or otherwise. No single or partial exercise of any right, power, or remedy will preclude any other.
6. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of New Jersey and any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement shall be instituted in a state or federal court of record within the State of New Jersey.

In witness whereof, the parties have executed this Agreement.

(Medical Provider)

By:

Dated

Witness

Cambridge Management Group, LLC

By: James N. Giordano, CEO

Dated

Witness



Medical Provider Information

Practice Name			
Specialties			
Address			
Phone	()	-	
Fax	()	-	
Website			
Email			

Primary Medical Provider Contact

Name			
Phone	()	-	
Email			

Office Manager

Name			
Phone	()	-	
Email			

Additional Providers

Name			
Direct Phone	()	-	
Email			
Specialties			
Name			
Direct Phone	()	-	
Email			
Specialties			

Are you looking to extend LOP services to future patients? Yes No

Do you have an outstanding Lien Portfolio that you are interested in liquidating? Yes No

If yes...Approximately how many cases does it represent? ____

Approximately what is the value of the portfolio? \$ _____.

Do you currently offer services on an LOP basis? Yes No

If yes, please list your 3 largest referring law firms:

Law Firm	Address	Phone	Fax

