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Case No: [REDACTED]
No cover page required.

ML Healthcare Distribution Agreement

This Distribution Agreement (the "Agreement") is entered into as of [REDACTED] (the "Effective Date"), by **ML Healthcare Services, LLC**, a Georgia limited liability company (the "Company"), the law firm of [REDACTED] represented by [REDACTED] ("Attorney"), and [REDACTED] ("Client"), an individual residing at [REDACTED] (together with the Company and Attorney, the "Parties," and each individually a "Party").

WHEREAS, the Company is in the business of providing reimbursement to medical providers who render service to clients of the Company (such reimbursement the "Funding") in return for the promise of payment of those reimbursements upon the settlement, collection, judgment, compromise or other resulting collection of funds relating to the claims of the injured party resulting from such accident (a "Recovery"); and

WHEREAS, Client is a client of the Company and has engaged the services of Company in order to acquire necessary medical treatment; and

WHEREAS, Attorney represents Client relative to a claim regarding injuries by reason of an accident as provided on the Attorney Questionnaire or the Company online submission form as submitted to and on file with the Company (the "Accident"); and

WHEREAS, Attorney has reviewed this Agreement with the Client and advised Client in connection with the execution of this Agreement; and

WHEREAS, Parties acknowledge that there may be liens filed against Recovery by providers of medical services under their individual statutory medical lien law who were not reimbursed by Company; and

WHEREAS, as an inducement to the Company to provide the Funding to Client, Attorney and Client desire to warrant and represent to Company that, upon a Recovery, Company shall be reimbursed for the full amount of the Funding, subject only to other statutory liens, and without regard to any other liens or other claims whatsoever, against the Recovery; and

WHEREAS, the Parties acknowledge that the promises made in this Agreement are the basis for the company advancing the Funding and that in the absence of these promises no Funding would be forthcoming;

NOW THEREFORE, based upon these premises and the promises herein contained, the Parties hereby agree as follows:

- Funding.** From time to time during the term of this Agreement, the Company will provide the Funding to medical providers treating the Client. No error or mistake in any reporting of such fundings shall be binding on the Company where the Company later corrects such error or mistake.
- Payment to Company.** Client and Attorney agree that Company shall be paid the full amount of the Funding upon any Recovery. Promptly after a Recovery and prior to any disbursement of any funds to any party including any other lien holders and including the Attorney, Attorney shall notify Company that there has been a Recovery and that payment is being made in the amount of the full Funding. Payment shall be forwarded as soon as good funds are available in Attorney's account. Any "disbursement statement" offered by the Attorney to the Client shall list Company as a disbursement in the full amount of the Funding. Client warrants and represents that the Funding shall be repaid in its full amount even if client receives no proceeds from the Recovery. In the event that the Funding has not been fully reimbursed to the Company and Client receives any proceeds of the Recovery, Client shall immediately pay over to Company out of said funds any deficit between the Funding and the payment to the Company. Non-payment of the full Funding contemporaneous with any disbursement from a Recovery or the failure of the applicable claim or suit to result in a Recovery after trial or otherwise shall be an Event of Default hereunder.
- Structured Settlements.** No structured settlement, whereby any insurance company or other party liable to pay any portion of the Recovery agrees to the structuring of the payments of the Recovery over time, shall be agreed without such payor(s) agreeing to pay the Funding in full within seven (7) days after the execution of any structured settlement agreement.
- Power of Attorney.** Client irrevocably appoints Company and its successors and assigns as attorney-in-fact and authorizes Company, to: (i) following the occurrence of an Event of Default, sell, assign, transfer, pledge, compromise, or discharge all or any part of the Collateral (as defined below); (ii) following the occurrence of an Event of Default, prepare, file and sign Client's name on any notice, claim, assignment, demand, draft, or notice of or satisfaction of lien or medical providers lien or similar document; and (iii) regardless of whether there has been an Event of Default, execute on Client's behalf any instruments, documents, financing statements to perfect Company's interests in the Recovery or the Collateral and do all acts and things necessary or expedient, as determined solely and exclusively by Company, to protect or preserve, Company's rights and remedies under this Agreement, as directed by Company.
- Grant of Security Interest.** Client hereby grants Company, to secure the payment and performance in full of all of the obligations and the performance of each of Client's duties under this Agreement, a continuing security interest in, and pledges and collaterally assigns to Company, the Collateral (as defined below), wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof. Client warrants and represents that the security interest granted herein shall be a first priority security interest in the Collateral, subject only to liens of medical providers or others that may have superior priority to Company's lien under this Agreement. Client, if required, shall execute a perfection certificate if so requested by the Company (the "Perfection Certificate"). If this Agreement is terminated, Company's lien and security interest in the Collateral shall continue until Client fully satisfies its obligations hereunder. Client hereby authorizes Company to file financing statements, without notice to Client, with all appropriate jurisdictions in order to perfect or protect Company's interest or rights hereunder, which financing statements may indicate the Collateral as defined herein or words of similar effect, or as being of an equal or lesser scope, or with greater detail, all in Company's sole discretion. For the purposes of this Agreement the "Collateral" is defined as all of the Client's right title and interest in any and all proceeds of any tort claim for injuries. Attorney has advised Client with respect to the grant of this security interest and hereby acknowledges the Company's security interest in the proceeds from the Recovery and the assets of the Client.
- Default.** In the event of a breach of this Agreement or an Event of Default, the Company may claim that a default has occurred and declare the reimbursement of Funding immediately due and payable while exercising any and all rights in such regard under the Uniform Commercial Code and otherwise. Each right, power and remedy of Company provided for herein, and under the Uniform Commercial Code, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent, and the exercise by Company of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by the Company, of any or all other rights, powers and remedies.
- Arbitration.** In the event of a breach of the obligations hereunder, the matter shall be submitted to arbitration in Atlanta Georgia before J. Dartlin Meadows of Closure ADR Group, Inc of 30 Stewart Drive, Atlanta 30342 (the "Arbitrator") or, if he is unable to conduct the arbitration, an arbitrator chosen by the Chief Executive Officer of ADR Group, Inc. The issue to be arbitrated shall be listed in the demand for arbitration. The

Arbitrator shall apply Georgia law in considering and ruling on the issues. The issues shall be related only to payment in accordance with this Agreement. **THE PARTIES HERETO KNOWINGLY WAIVE ANY RIGHT TO A TRIAL BY JURY OR BEFORE A COURT WITH RESPECT TO THE ISSUES THAT ARE SUBJECT TO ARBITRATION HEREUNDER.** The issues will be submitted to the Arbitrator for decision on briefs and argument according to the following schedule:

- a. Day 1 - Demand for Arbitration and Claimant's Brief
- b. Day 7 - Respondent's Brief
- c. Day 10 - Claimant's Rebuttal Brief
- d. Day 17 - Oral Argument
- e. Day 30 - Arbitrator's Award

The only evidence presented to the Arbitrator shall be this Agreement, and correspondence relating to the issue. There shall be no discovery. The fees of the Arbitrator shall be borne by the non-prevailing party and the Arbitrator shall award reasonable counsel fees to the prevailing party. The Arbitrator's award shall be in the form of an answer to the issues and shall not include findings of fact, conclusions of law, or a reasoned opinion. In an effort to control the costs of this arbitration, the Parties request that the arbitrator limit the answer to the issues to no more than one page. The award shall be final, binding and non-appealable. The award shall be adopted as a judgment in the Civil Action as provided under the Georgia Arbitration Act. In the event that the Closure ADR Group Inc. no longer provides arbitration services, the arbitration hereunder shall be undertaken with the same conditions under the rules of and with the Judicial Arbitration and Mediation Service ("JAMS") in Atlanta, except that a single arbitrator shall be chosen and assigned by JAMS.

- 8. Each Party to this Agreement warrants that it has all requisite power and authority to execute and deliver this Agreement, and to consummate the transactions contemplated hereby. Upon execution, this Agreement will be duly and validly authorized, executed and delivered by the Parties, and will constitute a valid and binding obligation of each Party, enforceable against each Party in accordance with its terms. Client represents that he or she has discussed the execution of this Agreement with their counsel and that they understand and fully appreciate the meaning of all of the provisions of this Agreement.
- 9. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision, and any such finding of invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In the event that any provision of this Agreement is held to be invalid or unenforceable, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by all Parties subsequent to the expungement of the invalid provision. It is expressly understood, however, that the Parties hereto intend each and every provision of this Agreement to be valid and enforceable, and hereby knowingly waive all rights to object to any provision of this Agreement. Accordingly, if any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then any invalid or unenforceable provision will, rather than be stricken in its entirety, be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect.
- 10. This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof, and supersedes any and all prior oral or written agreements or understandings between any of the Parties. This Agreement may not be altered, amended or modified, except by a further written document signed by all the Parties to this Agreement.
- 11. This Agreement will be governed by the laws of the State of Georgia, without application of any conflicts of laws principles. Each Party submits to the jurisdiction of the state and federal courts seated in Fulton County, Georgia, which shall be the exclusive venue for any dispute arising under this Agreement. Each Party waives any right to object to such venue on the basis of inconvenience, or otherwise.
- 12. **Successors and Assigns.** This Agreement binds and is for the benefit of the successors and permitted assigns of each Party. Client may not assign this Agreement or any rights or obligations under it without the Company's prior written consent which may be granted or withheld in Company's discretion. Company has the right, without the consent of or notice to Client, to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, this Agreement. Client shall notify any potential new attorney that, as a condition precedent to any transfer of the case that is subject hereof, such new attorney will sign a joinder agreement to this Agreement. In the event that such new attorney declines to sign a joinder to this Agreement, the Company may claim an Event of Default hereunder and may proceed with any and all remedies. Client's obligations hereunder shall in no way be altered by any change of attorneys. It shall be a breach of the terms of this Agreement for Attorney to transfer the case file on the Accident to any succeeding Attorney without notifying the succeeding attorney of the terms hereof and providing a copy of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

ML Healthcare Services LLC:
By: _____
Michael Sciacchetano, President

By: _____
Attorney: _____

Client: _____

Signature

SS Number: _____

Date: _____

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