



## **HAYATI 'Healthcare Provider' Registration Agreement**

Simply complete the information where indicated below.  
Please note that your Medical Director or CEO's signature is required.

### **Healthcare Provider Information**

Healthcare Provider Name: \_\_\_\_\_  
Specialty: \_\_\_\_\_  
Medical Director's / CEO Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Primary Contact Person: \_\_\_\_\_  
Email: \_\_\_\_\_

Please specify who should receive information on direct deposits / payments if different to the primary contact person details specified above.

Name: \_\_\_\_\_  
Email: \_\_\_\_\_

### **Communication Preferences**

To help you monitor the status of an application, email notices are sent throughout your patient's application process. You can specify up to 5 email addresses separated by a comma:

Email addresses: \_\_\_\_\_

### **Contact Details**

Clinic Website: \_\_\_\_\_  
Public Enquiries Email: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

### **Address Details**

Clinic Physical Address: \_\_\_\_\_  
Emirate: \_\_\_\_\_  
Area: \_\_\_\_\_  
PO Box: \_\_\_\_\_



### **Healthcare Provider Bank Account Information**

Healthcare Provider Bank Name: \_\_\_\_\_

Healthcare Provider Bank Acc #: \_\_\_\_\_

Healthcare Provider Bank Address: \_\_\_\_\_

### **Additional Practice Information**

Please complete the following information to help us better understand your practice and your current financial policies.

Do you currently offer third party financing? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, with which Patient Financing Company(s)? \_\_\_\_\_

What number of Patients per month use third party Patient Financing? \_\_\_\_\_

Typical amount financed (range) AED \_\_\_\_\_

Do you offer a discount for payment in full? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, how much discount do you offer? \_\_\_\_\_

### **HAYATI Healthcare Financing™ Administrative Fees & Shared Savings**

The base administrative fee for the HAYATI Healthcare Financing™ instalment loan program is 10.5%, of all financed patient procedures.

A standard annual Membership fee of AED 25,000 is also administered to all Healthcare Providers for the HAYATI Healthcare Financing™ program. This annual membership fee is payable at the beginning of each annual calendar term and may be subject to annual review and amendment.

### **Processing:**

\_\_\_\_\_ Each Patient Financing loan will be applied for online by applicants through our website ([www.hayatihealthcare.com](http://www.hayatihealthcare.com)).

### **Payment Information**

I would like to make HAYATI Healthcare Financing™ available to my patients. I agree to an administrative fee each time HAYATI Healthcare Financing™ finances the treatment amount for a qualified patient. I also agree not to materially change our fees to a patient for participating in the HAYATI Healthcare Financing™ program.

***NB. Payments are made at no extra charge, via direct deposit wire transfer or cheque.***

### **Term of Agreement**

The Term of this agreement is agreed by both parties to be commencing on \_\_\_\_\_ and subject to renewal on \_\_\_\_\_.





**Please complete the information below:**

I authorize HAYATI Healthcare and/or its lending bank to automatically deposit any funds owed to the Healthcare Provider Practice \_\_\_\_\_ through the HAYATI Healthcare Financing <sup>TM</sup> program to the Healthcare Provider Practice's bank account at the Banking Institution named above. I authorize the bank and/or HAYATI Healthcare to debit the Healthcare Provider Practice's bank account only for the purpose of correcting an erroneous credit previously deposited into the Healthcare Provider Practice's bank account, provided that prior to the debit, the bank and/or HAYATI Healthcare have notified the Healthcare Provider Practice in writing of the reason for the debit. The bank and/or HAYATI Healthcare are expressly authorized to adhere to any reasonable instructions, which they may receive from authorized employees of the Healthcare Provider Practice.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
**Authorized Signature / Print Name / Date**

I acknowledge receipt of the Terms and Conditions of HAYATI Healthcare Financing <sup>TM</sup> (attached) and agree to comply with the Terms and Conditions of the HAYATI Healthcare Financing <sup>TM</sup> Program as set out within this 'Healthcare Provider' Registration Agreement. I authorize HAYATI Healthcare to process this application on behalf of my Healthcare Provider Practice \_\_\_\_\_.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
**Authorized Signature / Print Name / Date**

*We look forward to working with you!*





**Additional Office / Clinic Locations**

If you have additional Healthcare Provider office / clinic locations, please list addresses below:

**Location 2**

Name of Medical Director / CEO: \_\_\_\_\_  
Name of Primary contact: \_\_\_\_\_  
Name of Financial contact: \_\_\_\_\_  
Medical Director / CEO Email: \_\_\_\_\_  
Primary contact Email: \_\_\_\_\_  
Financial contact Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Emirate: \_\_\_\_\_ PO Box: \_\_\_\_\_

**Location 3**

Name of Medical Director / CEO: \_\_\_\_\_  
Name of Primary contact: \_\_\_\_\_  
Name of Financial contact: \_\_\_\_\_  
Medical Director / CEO Email: \_\_\_\_\_  
Primary contact Email: \_\_\_\_\_  
Financial contact Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Emirate: \_\_\_\_\_ PO Box: \_\_\_\_\_

**Location 4**

Name of Medical Director / CEO: \_\_\_\_\_  
Name of Primary contact: \_\_\_\_\_  
Name of Financial contact: \_\_\_\_\_  
Medical Director / CEO Email: \_\_\_\_\_  
Primary contact Email: \_\_\_\_\_  
Financial contact Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Emirate: \_\_\_\_\_ PO Box: \_\_\_\_\_



## **HAYATI Healthcare Financing™ Program Terms and Conditions**

**1. The Agreement.** "HAYATI Healthcare Financing™ Program" is offered by HAYATI Commercial Brokers LLC ("HAYATI Healthcare"). The Healthcare Provider and any individuals associated with the Doctor / Healthcare Provider Practice listed on the HAYATI Healthcare Registration Form are collectively referred to as the "Healthcare Provider". These Terms and Conditions of the HAYATI Healthcare Program are attached to, and incorporated by reference in, the HAYATI Healthcare Registration Form, completed and executed by the Healthcare Provider. The HAYATI Healthcare Registration Form and these Terms and Conditions of the HAYATI Healthcare Program are collectively referred to as the "Agreement."

**2. Exclusivity.** Both parties agree that HAYATI Healthcare will remain the sole and exclusive Patient Financing partner to the Healthcare Provider throughout the entirety and complete term of this agreement. It is also agreed and understood that the HAYATI Healthcare Financing™ Program will be the exclusive and sole Patient financing program offered to the Healthcare Provider's patients from all its practice locations, throughout the entire term of this agreement.

**3. Patient's Fee.** The Healthcare Provider will receive the patient's fee from HAYATI Healthcare's Partner Bank by direct deposit (provided that the Healthcare Provider has submitted a Direct Deposit Form to HAYATI Healthcare) or by cheque. The Healthcare Provider's patient fees will be received net of HAYATI Healthcare Financing™ Program administrative and processing fees, agreed within this Agreement. The HAYATI Healthcare Program is a non-recourse program for the Healthcare Provider, meaning that HAYATI Healthcare will not seek repayment from the Healthcare Provider if the patient fails to repay the loan to HAYATI Healthcare and its Partner Bank. However, if a patient does not use a loan or if the original treatment plan is not performed in full or in part after the fee has been disbursed to the Healthcare Provider, then upon the request of HAYATI Healthcare or the patient, the Healthcare Provider will return the amount of such fee to HAYATI Healthcare within 10 business days. In such instances, the amount to be refunded will be determined by the Healthcare Provider Practice, a portion of the administrative fee will be credited to the practice on a pro-rated basis, and the balance will be returned to HAYATI Healthcare's Partner Bank, as a credit to the patient's account.

**4. Customer Service Inquiries.** Neither party will attempt to answer inquiries concerning the other party's products and services. Each party will refer inquiries concerning the other party's products and services to the customer service telephone numbers provided by such other party. Such other party will use reasonable efforts to address such inquiries in a timely and effective manner.

**5. Patient Information.** The Healthcare Provider may, with a patient's consent, 1) complete and send to HAYATI Healthcare applications for HAYATI Healthcare loans ("HAYATI Healthcare Application") and 2) receive Truth in Lending disclosures related to the HAYATI Healthcare loans on behalf of patients seeking financing through the HAYATI Healthcare Financing™ Program. In connection with such activity, the Healthcare Provider represents and warrants that it maintains patient records in accordance with the information security and industry standard privacy provisions. The Healthcare Provider represents and warrants that it will: (a) treat any HAYATI Healthcare Application and/or any information it receives in conjunction with a HAYATI Healthcare Application as Protected Health Information ("PHI") and (b) maintain such PHI in a manner compliant with the information security and industry standard privacy provisions. Finally, the Healthcare Provider represents and warrants that it has, and will continue to have for so long as it retains PHI of HAYATI Healthcare customers, adequate administrative, technical and physical safeguards to (i) ensure the security and confidentiality of patient records and information, (ii) protect against any anticipated threats or hazards to the security or integrity of such records and (iii) protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any patient. If the Healthcare Provider discovers there has been a material breach in its security safeguards required by this Amendment, the Healthcare Provider will immediately notify HAYATI Healthcare. HAYATI Healthcare may thereafter take all reasonable and appropriate steps to protect such records and information in such event.

**6. Marketing.** The Healthcare Provider agrees to make the HAYATI Healthcare Financing™ Program available to all of the Healthcare Provider's patients regardless of race, colour, sex, age, disability, religion or marital status. The Healthcare Provider also maintains and agrees to make the HAYATI Healthcare Financing™ Program marketing and loan application material accessible and available to all its patients within all its practice locations outlined within this agreement.

**7. Records and Audits.** Pursuant to applicable laws and regulations, not limited to financial privacy regulations, each party will keep and maintain at its principal place of business appropriate books and records relating to its activities under this Agreement for a minimum of seven years after their creation. Each party will be responsible for its own costs and expenses in connection with any audits and inspections of the other party's books and records.

**8. Agreement Termination.** HAYATI Healthcare may terminate this agreement at any time, upon one (1) months written notice to the Healthcare Provider or other relevant and/or respective counterparty. Any bankruptcy (whether voluntary or involuntary) or insolvency by either party shall be considered an immediate termination event and shall result in the termination of this Agreement. Termination of this agreement will not terminate, affect, or impair any rights, obligations, or liabilities of either party, which may accrue prior to such termination, or which under the terms of this agreement, continue after the termination.

**9. Representations and Warranties.** Each party represents and warrants to the other party that: (i) such party has the right, power, and authority to enter into this Agreement and perform the acts required of it hereunder; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms (except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity).



**10. Indemnification.** The Healthcare Provider shall indemnify, hold harmless and, at HAYATI Healthcare's request, defend HAYATI Healthcare and its affiliates and/or their shareholders, officers, directors, and employees from and against any and all liabilities, obligations, losses, claims, damages, actions, suits, proceedings, investigations, demands, assessments, adjustments, settlement payments, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), and deficiencies suffered, sustained, incurred or paid by HAYATI Healthcare (collectively, "Losses") in connection with, resulting from, relating to, or arising out of any of the following: (i) any breach by the Healthcare Provider of any representation or warranty set forth in this Agreement; (ii) any non-fulfilment or breach by the Healthcare Provider of any covenant or agreement set forth in this Agreement; (iii) the gross negligence or willful misconduct by the Healthcare Provider in the performance of obligations under this Agreement; or (iv) any malpractice claim, suit or any other similar action (v) any claim by the Healthcare Provider's patient /(s) due to unsatisfactory service, performance, or undertaking of any medical or clinical procedure /(s) by the Healthcare Provider and/or its doctors, healthcare professionals, employees, staff, or any other persons acting on behalf of the Healthcare Provider practice.

#### **11. General Provisions**

**A. Relationship of Parties.** The parties agree that in performing their responsibilities pursuant to this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, nor does it create, a partnership, joint venture or any association for profit between HAYATI Healthcare and the Healthcare Provider.

**B. Assignment.** This Agreement may not be assigned, in whole or in part, by either party, without the prior written consent of the other party; provided, however, that HAYATI Healthcare may assign this Agreement, at its discretion, to an affiliate without the consent of the Healthcare Provider. This Agreement will be binding upon and will inure to the benefit of the parties and their representatives and respective successors and permitted assigns.

**C. Waivers.** No party will be deemed to have waived any of its rights, powers or remedies hereunder unless that party approves such waiver in writing. Any delay, waiver, or omission by a party to exercise any right or power arising from any breach or default in any of the terms, provisions, or covenants of this Agreement will not be construed to be a waiver by that party of any subsequent breach or default of the same or other terms, provisions or covenants.

**D. Entire Agreement; Amendments.** This Agreement, including any and all attachments hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and all prior negotiations and understandings, whether oral or written, are superseded hereby. No modification or amendment of this Agreement will be effective unless and until set forth in writing and signed by the parties.

**E. Insurance.** The Healthcare Provider shall maintain sufficient insurance coverage to reasonably protect HAYATI Healthcare from any and all liabilities for which the Healthcare Provider has agreed to indemnify and hold harmless HAYATI Healthcare.

**F. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the United Arab Emirates, without reference to the choice of law principles thereof.

**G. Compliance with Laws.** Each party shall comply with all applicable laws and regulations in performing its obligations under this Agreement.

**H. Severability.** If any provision of this Agreement or portion thereof is held invalid, illegal, void or unenforceable by reason of any rule of law, administrative or judicial provision or public policy, all other provisions of this Agreement will nevertheless remain in full force and effect to the extent such remaining provisions accurately reflect the intent of the parties.

**I. Dispute Resolution.** Any Dispute, controversy or claim which may arise out of or in connection with this Agreement or the existence, breach, termination, interpretation or invalidity thereof, shall be finally and exclusively settled by the Dubai Courts.

