

## EXHIBIT B: PAYMENT GUARANTY\*

This **PAYMENT GUARANTY** (the "*Guaranty*") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ [insert the name of the person who is guaranteeing payment for your services, on behalf of your client], an individual with a mailing address of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "*Guarantor*") in favor of \_\_\_\_\_ [insert the name of your company], a \_\_\_\_\_ [insert the type of company: LLC, corporation, etc.] with a mailing address of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (*the "Company"*).

### STATEMENT OF FACTS

The Company is entering into a Consultation Agreement (the "*Consultation Agreement*"), dated and effective as of \_\_\_\_\_, 20\_\_, by and between the Company and \_\_\_\_\_ [insert the name of your client], an individual with a mailing address of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "*Client*") All capitalized terms used in this Guaranty but not defined herein shall have the meanings ascribed thereto in the Consultation Agreement.

Pursuant to the Consultation Agreement, the Company is rendering the **Services** (as defined in the Consultation Agreement) to the Client. The Guarantor is related to the Client as follows: [**describe relationship between Guarantor and Client**] \_\_\_\_\_.

For the purpose of inducing the Company to render the Services to the Client on the terms and conditions of the Consultation Agreement, Guarantor is willing to guaranty payment of all fees, expenses, late charges, interest, and other amounts payable by the Client to the Company under the Consultation Agreement (collectively, the "Obligations").

In consideration of the foregoing, the undersigned agrees:

1. Guaranty. The Guarantor unconditionally guarantees to the Company prompt and full payment when due of all of the Client's present and future Obligations. The Guarantor's liability hereunder is direct and unconditional and may be enforced after nonpayment by the Client, or, at the Company's discretion, the Company may seek payment of the Obligations directly from the Guarantor without requiring the Company to resort to any other person or entity (including, without limitation, the Client) or to any other right, remedy or collateral.
2. Joint, Several and Independent Liability. The liability of the Guarantor for the Obligations are joint and several and independent of the obligations of the Client. The Company may proceed against the Guarantor under this Guaranty without first proceeding against the Client, or any other person or any security held by the Company and without pursuing any other remedy. Unless expressly agreed to otherwise in writing, the Company's rights under this Guaranty will not

\*This Payment Guaranty is for use in those cases where the person to whom you are providing your patient advocacy services (your "Client") is not the same person as the one who is guaranteeing the payment of your bills (the "Guarantor"). In such cases, this Payment Guaranty needs to be signed by the Guarantor. A photocopy of the signed Payment Guaranty should be attached as Exhibit B to the Consultation Agreement, and your Client should initial the bottom of every page of this Exhibit B in order to demonstrate that he/she is aware of the arrangement.

be altered or exhausted by any action by Company until all of the Obligations have been paid, performed and satisfied in full.

3. Waiver of Indulgence. Guarantor waives notice of acceptance of this Guaranty and all presentment, demand, protest, notice of protest and notices of default or dishonor of any of the Obligations. No extension of time or other indulgence or release of liability or collateral granted by the Company to the Client will release or affect the obligations of the Guarantor hereunder and no act, omission or delay on the part of the Company in exercising any rights hereunder or in taking any action to collect or enforce payment or performance of any of the Obligations shall be a waiver of any such right or release or affect the Obligations. This Guaranty shall not be impaired by any bankruptcy, insolvency, arrangement, assignment for the benefit of creditors, reorganization or other debtor relief proceedings under any federal or state law, whether now existing or hereafter enacted, with respect to the Client or the Guarantor or if for any other reason the Client has no legal obligation to discharge any of the Obligations.

4. Subordination of Rights. Guarantor covenants and agrees that any indebtedness of the Client to the Guarantor, whether arising from payments made by the Guarantor pursuant to this Guaranty or otherwise, is hereby subordinated to the Obligations and that after any default under the Consultation Agreement, Guarantor shall hold any funds received from the Client in trust for the Company to satisfy the Obligations. This subordination of the indebtedness and other obligations shall continue until all of the Obligations have been paid, performed and satisfied in full. Nothing in this Section shall prevent the Guarantor from enforcing and collecting any obligation owed to such Guarantor by the Client prior to a default under the Consultation Agreement or after the Obligations have been paid, performed and satisfied in full.

6. Default. The Company may declare the Guarantor in default under this Guaranty if the Guarantor fails to perform any of its obligations under this Guaranty, or becomes the subject of any bankruptcy, insolvency, assignment for the benefit of creditors, arrangement, reorganization, or other debtor relief proceeding under any federal or state law, whether now existing or hereafter enacted, which proceeding is not dismissed within forty-five (45) days of filing.

7. Delay; Cumulative Remedies. No delay or failure by the Company to exercise any right or remedy against the Client or the Guarantor will be construed as a waiver of that right or remedy. All remedies of the Company against the Client and Guarantor are cumulative.

8. Expenses of Collection. Guarantor shall pay to the Company on demand any and all reasonable expenses paid or incurred by the Company, including reasonable attorneys' fees and disbursements, in connection with the collection or enforcement of the Obligations or this Guaranty.

9. Entire Agreement. The whole of this Guaranty is set forth herein, and there is no verbal or other written agreement, and no understanding or custom affecting the terms hereof. This Guaranty can be modified only by a written instrument signed by the parties.

10. Interpretation and Binding Effect. If any provision of this Guaranty shall be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining

provisions of this Guaranty. This Guaranty shall be governed by and construed in accordance with the laws of the state of \_\_\_\_\_ [insert the state whose laws you wish to govern this contract, generally the state in which you registered your business], shall take effect as a sealed instrument, shall be binding upon the Guarantor and the Guarantor's heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Company and its successors and assigns.

11. Arbitration. The Guarantor agrees that any dispute or controversy arising out of this Agreement shall be settled by arbitration to be held in \_\_\_\_\_ [insert city and state] in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties. Judgment may be entered on the arbitrator's decision in any court having jurisdiction within the state of \_\_\_\_\_ [insert state]. The Guarantor shall pay one-half of the costs and expenses of such arbitration, and shall pay his/her own attorney fees and expenses [or insert other desired arrangement for payment of attorney fees and expenses].

WITNESS

GUARANTOR

\_\_\_\_\_

\_\_\_\_\_

[insert name of guarantor]