

Hollander Consultants
Hollander Management Services
Service Agreement

This Agreement dated _____ is between _____
(Doctor) and Hollander Consultants, Inc. (hereinafter "Hollander"), &
Hollander Management Services (hereinafter "HMS") both of 621 S.W. Alder,
Suite 200 Portland OR 97205.

Hollander & HMS have established a valuable program of business consulting
and training of particular benefit to those in the health care
professions. Doctor desires to enroll in their program. Therefore, it
is agreed as follows:

A. 1. Hollander & HMS agree to provide, and Doctor agrees to purchase,
the following services:

Consulting as per paragraph 2 A including 9 months follow-up
Three day symposium
Three professional training courses and course materials
Two day professional training workshop for three people
Personal Financial Analysis
Manuals and Management Series 0,1,2,3
Two job description manuals

2. These services are more fully described as follows:

a. Consulting (if included in Paragraph A.1 above):
Hollander shall provide advice and recommendations to Doctor, through
telephone consultations, personal consultations and analysis, workshops,
special projects, training, and various other work, based upon Doctor's
personal and practice needs, as determined by Hollander. Such
consulting services shall continue to be provided to Doctor for the
number of months specified in Paragraph A.1 above after Doctor's initial
trip to Portland, Oregon. Hollander shall also provide to Doctor any
written implementation programs needed to address the problems found in
the consulting, analysis, workshops, etc.

b. Symposium (if included in Paragraph A.1 above):
Hollander shall provide for Doctor (and other Hollander clients) a three
day symposium of seminars, conferences, and workshops. This symposium
will be offered two times each year. Doctor and Doctor's staff may
attend any of the symposia offered during the two year period following
the date of this Agreement.

c. Professional Training Courses (if included in
Paragraph A.1 above): Hollander shall provide to Doctor the number of
professional training courses specified in Paragraph A.1 above, along
with all necessary training course packs. One course will be used for
each person from Doctor's office who attends any course.

d. Training Workshop (if included in Paragraph A.1
above): Hollander shall provide for Doctor (and other Hollander
clients) a two day professional training workshop, including all
necessary materials, covering specific aspects of implementing job
descriptions and office policy. Workshop attendance is limited to two

people per office. Any additional people attending the workshop from the same office will be subject to an additional charge.

e. Personal Financial Analysis (if included in Paragraph A.1 above): HMS shall provide to Doctor a personal financial analysis including a review and analysis of Doctor's financial situation, assets, liabilities, insurance, retirement plans, and other financial matters. This review will be done in three stages, each stage followed by a report on specific actions for the Doctor to take. The first stage to be during Doctor's initial visit with Hollander, with subsequent stages approximately six months apart.

f. Manuals and Materials: Hollander & HMS shall provide to doctor its copyrighted Job Description Manual, Marketing Manual, and any other books and/or materials specified in Paragraph A.1.

B. In exchange for Hollander's & HMS's agreement to provide the services listed in Paragraph A.1 above, Doctor agrees to pay total of \$XX,000 to Hollander, as follows:

For all credit card payments, include type of card (e.g. Visa or Mastercard), account number, expiration date, and amount charged.

Doctor acknowledges the above terms, and if relevant, authorizes the above credit card charge(s). signature _____

C. Doctor agrees to pay a late fee of \$25.00 for any payment not made within ten days after applicable due date.

D. 1. If it becomes necessary for Hollander or HMS to visit Doctor's office, and if Doctor's office is outside the Portland Metropolitan Area, then Doctor shall reimburse Hollander or HMS for all travel costs incurred in making the visit to Doctor's office, including airfare, car rentals, hotels, and meals. No such visit shall occur without Doctor's prior approval. Doctor and Hollander shall agree, in writing, upon all travel costs prior to the visit, and Doctor shall reimburse these costs to Hollander or HMS prior to the conclusion of the visit.

2. If Hollander and Doctor have agreed that Hollander will deliver services to Doctor and other Hollander clients outside the Portland Metropolitan area, with Doctor and the other clients each paying a share of Hollander's travel costs, and if Doctor cancels Doctor's or Doctor's staff's confirmed attendance at such services, then Doctor agrees to reimburse Hollander for Doctor's previously agreed upon share of such travel costs.

E. If consulting is included in Paragraph A.1 above, then Doctor agrees to provide Hollander with Doctor's major weekly statistics (New Patients, Services, and Collections) each weekend, and with Doctor's major monthly statistics within three business days after the end of each calendar month.

F. doctor understands and agrees that any services purchased by Doctor in addition to those listed in Paragraph A.1 above shall be provided by Hollander and /or HMS at the standard rates existing at the time of

purchase, and that such purchase shall be subject to all terms and conditions of this Agreement.

G. Doctor understands that all services listed in Paragraph A.1 as well as any additional services purchased, as covered in Paragraph G, must be used within one year from the date of purchase. Any services that Doctor fails to use within such one year period will be deemed delivered, unless otherwise agreed, in writing. The only exception to this is the symposium (if included in Paragraph A. 1 above) as described in Paragraph A 2b above.

H. Doctor understands that while Hollander & HMS provide an overview of Doctor's business management efforts and advice on various long range actions needed to expand the business, these services do not include the direct management of Doctor's daily business, or the drafting of specific job descriptions or office policies.

I. Doctor understands and acknowledges that Hollander uses secular administrative technology developed by L. Ron Hubbard, author, educator, and founder of the religion of Scientology, in Hollander's program of business consulting and training. Hollander is, however, a privately owned company, separate from and not part of any Church of Scientology.

K. If direct communication between the parties does not resolve any dispute that arises out of or relates to this Agreement, then the dispute shall be resolved by arbitration conducted in Multnomah county, Oregon, with the decision of the arbitrator(s) enforceable by the Oregon courts. This Agreement shall be governed by and construed in accordance with Oregon law. The parties consent to the jurisdiction of the State of Oregon and agree that the venue of any arbitration or legal action shall be Multnomah County, Oregon.

L. In any action or proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the other party all costs and attorney fees that the prevailing party may incur in such action or proceeding, on any appeal, in the collection of any judgment, and in any bankruptcy.

M. This Agreement contains the final and complete agreement of the parties on its subject matter, and it supersedes any prior or contemporaneous discussions, negotiations, and agreements, whether oral or written. Doctor certifies that Doctor is not relying upon any representation by Hollander or HMS or any agent of Hollander or HMS not set forth in this Agreement. Any modification of this Agreement must be in writing, signed by both Doctor and Hollander and HMS.

signature of doctor

date

For Hollander consultants, Inc. &
Hollander Management Services

date