

# Dental Payment Plan Options Available for Den-Mat Providers



**Sign up risk free!** There are no sign up fees, minimum usage requirements or equipment to purchase. Please select the payment plans you wish to offer by checking  $( \boxdot )$  the box next to the plan.

### No Interest Payment Plans – financing that really attracts patients

Available Options	Service Fee	Minimum Transaction	
3 & 6 Months No Interest	4.99%, 6.99%	\$300, \$500	
3, 6, & 12 Months No Interest	4.99%, 6.99%, 9.99%	\$300, \$500, \$1,000	
3, 6, 12 & 18 Months No Interest	4.99%, 6.99%, 9.99%, 11.99%	\$300, \$500, \$1,000, \$2,000	
3, 6, 12, 18 & 24 Months No Interest	4.99%, 6.99%, 9.99%, 11.99%, 13.99%	\$300, \$500, \$1,000, \$2,000, \$3,000	

- For 3 & 6 Months No Interest Payment Plans, a lower minimum monthly payment is required each month with the account balance needing to be paid off before the no interest period ends.
- For 12, 18 & 24 Months No Interest Payment Plans, payments are designed to pay off the financed amount in the actual no
  interest period. Your patients will never have to worry about a large balloon payment due right before the no interest period is
  about to expire!
- All approvals receive a \$5,000 to \$20,000 line of credit.
- A revolving line of credit that can be used again and again or for other household members.

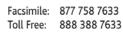
## **Extended Payment Plan** – for patients who need a lower monthly payment

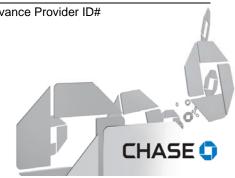
	Service Fee	Credit Lines	Minimum Purchase	Patient's APR
Extended Payment Plan	4.99%	\$5,000 - \$20,000	\$1,000	Starting at 13.99%
<ul> <li>A low minimum monthly payn Purchases of \$1,000 to \$2,49</li> <li>Purchases of \$2,500 to \$3,99</li> <li>Purchases of \$4,000 or great</li> <li>A revolving line of credit that</li> </ul>	99 pay off in approxim 99 pay off in approxim er pay off in approxin	nately 24 months; nately 36 months; nately 48 months.		
Practice Name	odii bo dood agaiii di		aseHealthAdvance Provide	r ID#

ChaseHealthAdvance 1717 Hermitage Blvd. Suite 101 Tallahassee, FL 32308

For More Information Call Toll Free:

Tel (888) 388-7633 Fax (877) 758-7633





# CHASE HEALTH ADVANCE PROVIDER AGREEMENT (Ver. 100608)

This Provider agreement ("Agreement") governs a health care funding program under which certain authorized purchases of Services and goods from Provider will be financed through revolving lines of credit extended to qualified consumers by Chase Bank USA, N.A. ("Chase Revolving Account"), the proceeds of which ("Fundings") will be paid to Provider. Chase Bank USA, N.A. and its wholly owned subsidiary ChaseBankCard Services, Inc., the ChaseHealthAdvance service provider, are hereinafter referred to as "Chase" as the context warrants. Fundings, as Chase in its sole discretion shall permit, shall be used for the purpose of financing and facilitating the payment of the medical costs of various elective surgeries, dental procedures and such other services.

In consideration of the mutual promises, covenants, and agreements contained herein, the parties agree as follows:

#### ARTICLE I - DEFINITIONS AS USED IN THIS AGREEMENT

The following bolded terms shall have the following meanings, unless the context requires otherwise:

"Customer" means any natural person who holds a Chase Revolving Account under the ChaseHealthAdvance<sup>SM</sup> program. "Chase Operating Procedures" means the written instructions provided to Provider by Chase that establish guidelines and procedures, screening, and delivery requirements for the funding program established hereunder, as amended by Chase from time to time in its sole discretion. "Patient(s)" means a customer of Provider who is seeking financing for the purchase of Services. "Funding(s)" means a disbursal of funds pursuant to an approved request made by a Patient by their signing an Invoice or utilizing other means authorized by Chase for applying for a Chase Revolving Account that Chase may make available. "Provider" means the person or entity providing medical goods and/or services that has been made a party to this Agreement with Chase. "Services" means any procedure requested by the Customer and agreed to by the Provider, including all materials and services rendered in support of the Services. "Third Party Claims" means claims, demands, actions, suits, losses, liabilities, damages, injuries, fines, penalties, costs and expenses of a Third Party including, without limitation, reasonable attorneys' fees. "Credit Notification" means an Approved Credit Notification and Purchase Verification Invoice form with credit terms set forth by Chase and delivered to the Patient, either directly or indirectly, through Provider. "Invoice" means a properly completed Credit Notification signed by the Patient and submitted to Chase by Provider. "Settlement Account" means the account designated by Provider for the deposit of Fundings.

#### ARTICLE II- APPROVAL AND FUNDING

- Section 2.1. Credit Extension. Chase may accept or reject any application for a Chase Revolving Account based on applicable underwriting and origination guidelines as interpreted by Chase in its sole discretion. Provider may submit applications to Chase on behalf of Patients via Internet or facsimile device. With the sole exception of faxed application submissions, Chase will not accept any applications submitted by Provider via telephone. If Provider offers more than one Chase financing program to any of its customers (e.g., Extended Pay and No Interest), Provider shall advise the customer of all of such programs and that customer may select the program of their choice, at customer's sole discretion.
- Section 2.2. Funding. Subject to Provider's satisfaction of the conditions of Section 4.2 of this Agreement (Representations and Warranties Regarding Funding), and provided that the Patient's application for a Chase Revolving Account satisfies Chase's underwriting guidelines, Chase will extend credit to the Patient and Provider will receive a payment from Chase in the form of a deposit of the Funding to the Settlement Account equal to one hundred percent (100%) of the Amount Financed, less the applicable Chase Service Fee described in Section 2.3 of this Agreement (Chase Service Fee).
- Section 2.3. Chase Service Fee. The Chase Service Fee with respect to each funded Invoice is a stated percentage of the Amount Financed as set forth on the Invoice. Chase reserves the right to review and change Provider service fees at any time. These changes will be based on lending landscape changes, applicable laws, and/or individual provider performance.
- Section 2.4. Presentment of Invoices. For each Funding, Provider shall deliver to Chase within fifteen (15) days after the procedure date or purchase date, whichever is earlier, a legible and fully completed Invoice. Prior to submitting an Invoice to Chase electronically, using the Chase Electronic Purchase Verification Invoice ("ePVI") process, Provider must obtain a holographic (i.e., physical) signature of the Patient on the purchase receipt portion of the ePVI. Provider shall take all steps set forth on the Invoice for verifying the identity of the Patient. All customer signatures must be obtained in the presence of an authorized representative or employee of Provider, who shall compare each such signature to the signature appearing on the Patient's government-issued photo identification for purposes of ascertaining a reasonable match between the two.

  Presentment of an Invoice will constitute an endorsement and assignment to Chase all of Provider's rights against the Patient. For the ePVI form of Invoice, Provider shall retain an original copy of the signed purchase receipt portion for a period of four years from the date of completion or delivery, whichever is later, set forth on the Invoice.

  Copies of the Credit Notification should not be retained following delivery of that document to the Patient. Funding of an Invoice shall not constitute a waiver by Chase of any of its rights. All Funding and Invoice amounts are subject to review by Chase, which reserves the right to correct any errors discovered.
- Section 2.5. No Surcharges. Provider shall not impose any surcharge, whether through any increase in price or otherwise, on customers who pay Provider with Funding that has been paid to Provider by Chase pursuant to this Agreement.
- Section 2.6. Customer Accounts. Provider shall provide to each Patient at the time the Patient's Account is opened, simultaneously a legible and completed copy of (i) the Chase Revolving Account Agreement and (ii) the executed Invoice for each transaction.

#### Section 2.7. Customer Relationship and Refunds.

- A. The borrowing relationship established between Chase and a Customer under an approved Revolving Credit Account shall be exclusively between those parties, and Provider shall not accept any payments from, or purport to provide any credits to, any Customers, and shall have no rights, including, but not limited to, the rights of a third party beneficiary, under any Revolving Credit Account Agreement between Chase and any Customers. Furthermore, Provider shall not provide a cash refund to any Customer in connection with Services financed by a Funding, and all refunds shall be made in accordance with the rules set forth below in Paragraph B of this Section 2.7. In connection with each such Credit, Provider shall submit sales data to Chase evidencing the amount of the Credit within seven (7) days after the Credit was issued.
- B. If Provider delivers to the Customer less than all of the Services covered by the Amount Financed of a Funding (e.g., if a planned course of treatments terminates prior to completion for any reason), the following repayment rules shall apply: (1) within sixty (60) days from the date of non-delivery of Services, Provider shall repay to Chase that portion of the advanced Amount Financed attributable to the undelivered Services, minus the prorated Chase Service Fee attributable to such Services (the "Refund Amount"); (2) if Provider fails to pay the Refund Amount within the timeframe specified above for any reason, including failure resulting from the return of Provider's refund check or ACH debit for insufficient funds, Provider shall reimburse Chase for all amounts due on the Customer's account, including the full principal balance, all finance charges accrued and unpaid from the date the account was funded, and all fees assessed and unpaid on the account, plus all losses and expenses incurred by Chase (including legal costs, and the cost of funds). Chase reserves the right to charge Provider the amount of \$50 each time that an ACH debit is returned for insufficient funds, rejected or blocked or for whatever reason fails to clear the Provider's bank account.

C. If the amount of a Funding does not cover the total purchase price of the Services described in the related Invoice and Provider accepts additional financing from another, non-Chase financing source(s), Merchant agrees that if a Refund Amount is owed to Chase pursuant to this Section 2.7, Provider shall pay the full amount of such Refund Amount to Chase before paying any refunds owed to the non-Chase financing source(s). The provisions of this Section 2.7 shall survive any termination or expiration of this Agreement.

Section 2.8. Billing Inquiries and Customer Disputes. Chase and Provider will notify the other on a current basis when a Customer has made a billing inquiry, filed a billing error notice or asserted a claim or defense (collectively a "Dispute") relating to a Funding made to Provider. Provider agrees to investigate and make a good faith effort to resolve each Dispute whether referred to it by Chase or received directly from a Customer. Within fifteen (15) Business Days from the date (i) Chase sends a Dispute to Provider or (ii) Provider receives notice of a Dispute from a Customer, Provider shall notify Chase in writing of the resolution thereof or the action Provider will take to resolve the Dispute. Provider shall provide Chase with all such information as Chase may reasonably request in connection therewith. The provisions of this Section 2.8 shall survive any termination or expiration of this Agreement.

#### Section 2.9. Offset.

A. Chase may offset the amount of any amounts owed by Provider under this Agreement from any amounts due Provider, or Chase may debit the Settlement Account in the amount of other amounts owed to the Provider under this Agreement. If Chase elects the former and the amount due Provider is insufficient to cover any amounts owed by Provider to Chase under this Agreement, Chase, at its option, may offset the amounts owed under this Agreement or any remaining portion thereof from subsequent amounts due the Provider or debit the Settlement Account. Any amounts owed which cannot be paid by the aforesaid means shall be due and payable by Provider on demand.

B. The provisions of this Section 2.9 shall survive any termination or expiration of this Agreement.

#### ARTICLE III - REVISIONS

Section 3.0 Revisions of Requirements. Chase may from time to time amend or revise its documentation requirements, underwriting criteria or other requirements pertaining to any or all Fundings. Any Application or request for a Funding received by Chase from Provider will be subject to such amendment or revision.

#### ARTICLE IV - REPRESENTATIONS, WARRANTIES, AND COVENANTS OF PROVIDER

Section 4.1 Representations and Warranties. After due and diligent investigation and inquiry, Provider represents and warrants to Chase that each of the following representations and warranties contained in this Section 4.1. are true and correct upon the delivery and execution of this Agreement as follows:

- A. Provider is duly organized, validly existing, and in good standing under the laws of the state of its organization and has all qualifications, registrations, licenses and permits necessary to carry on its business in each state in and from which Provider originates Fundings.
- B. No approval of the transactions contemplated by this Agreement from any entity, public or private, or any regulatory authority having jurisdiction over Provider is required, or if required, such approval has been obtained. There are no actions or proceedings pending, affecting Provider or any Funding, which would adversely affect Provider's ability to perform hereunder.
- C. The provision of Services and consummation of the transactions contemplated by this Agreement are in the ordinary course of business of Provider and will not result in:
  (a) a breach of any term or provision of the charter, bylaws of Provider or other document that formed or enabled Provider to do business; (b) the breach of any term or provision of, or conflict with, or constitute a default under any agreement to which Provider or its property is subject; or (c) the violation of any law, rule, regulation, order, judgment or decree to which Provider or its property is subject.
- D. Provider shall at all times referred to herein maintain a policy or polices of professional liability (malpractice) insurance in an amount commensurate with the risk involved in the Services. Provider shall cause its carrier to notify Chase in the event of cancellation of such insurance for any reason.
- E. There is no claim, litigation, investigation or proceeding pending or threatened against or otherwise materially adversely affecting Provider's business, performance of its obligations under this Agreement or the validity or enforceability of this Agreement or any Application referred under this Agreement and Provider has no knowledge of any circumstance indicating that any such suit, investigation or proceeding is likely or imminent.
- Section 4.2. Representations and Warranties Regarding Fundings. After due and diligent investigation and inquiry, Provider further represents and warrants to Chase that as of the Funding Date for each and every Funding:
- A. Except for origination functions performed by Chase, Provider is the sole originator and has the authority to refer any Application on the terms herein set forth; there has been no assignment, sale or pledge thereof by Provider; and as of the Funding Date, each Funding will be free and clear of claims or encumbrances of any type.
- B. To the best of its knowledge, Provider has conducted its business and fully complied with all applicable Federal, State, and Local laws, rules ordinances, and regulations, including, but not limited to: (I) the Federal Truth In Lending Act of 1969, and Federal Reserve Regulation Z hereunder; (ii) the Federal Equal Credit Opportunity Act ("ECOA") and Federal Reserve Regulation B hereunder; (iii) the Federal Fair Credit Reporting Act; (iv) any and all licensing requirements to which Provider may be subject; and (v) the requirements of an agency that regulates Provider or the Physicians.
- C. All persons who render the Services are qualified to do so under any applicable licensing requirements and all equipment used by such persons is approved by each and every agency that has the authority or discretion to render such approval.
- D. No representation, warranty or written statement made by Provider in this Agreement, nor any application, documentation, schedule, exhibit, statement, or certificate furnished to Chase by Provider contains any untrue statement of material fact or fails to state any material fact which could render such statement misleading. To the best of Provider's knowledge, all information contained in each Application is true, complete and accurate, and there are no facts not set forth in the Application that Chase might reasonably consider to be adverse to the approval of the Funding.
- E. Any referral of the application by Provider to Chase has been duly authorized, valid and sufficient, and all consents and approvals required for such referral have been obtained.
- F. All documents prepared at the request of Chase by Provider or Provider's agent are genuine, accurate, and complete and all signatures thereon are genuine or authorized to the best of Provider's knowledge.
- G. Provider agrees to comply with all Chase Operating Procedures.

Section 4.3. Covenants of Provider. Provider covenants and agrees with Chase as follows:

- A. Provider shall notify Chase immediately of any material changes in its ownership address, financial condition or principal management or merchant acquirer (card processor) relationship or point-of-sale ("POS") merchant ID.
- B. Provider shall notify Chase immediately of any claim asserted by any Customer or other person that arises out of the conduct of Provider or any of Provider's employees or agents or use of any equipment in connection with the Services.
- C. Provider shall be responsible for compliance with the ECOA concerning the substance of and the taking of any request for Funding.
- D. Upon the request of Chase, Provider shall promptly deliver evidence, in a form satisfactory to Chase, of compliance with Federal, State and Local laws, rules and regulations, including, but not limited to, copies of any notice or disclosure form furnished to an applicant.
- E. Provider shall maintain a complete set of records of all business activities conducted by Provider pursuant to this Agreement. Chase, its duly authorized agents, representatives and employees, and federal and state regulatory agencies which supervise Chase shall have a right, upon reasonable notice, to audit, inspect and copy any of the foregoing records, reports, files, and related materials of the Provider, and Provider shall cooperate and assist in any such audit or inspection.
- F. Upon request of Chase, Provider shall deliver to Chase evidence of financial condition of Provider in a format acceptable to Chase, and, unless otherwise agreed by Chase, such financial statements shall take the form of a certification by the senior officers of Provider that all such financial statements are true and correct and accurately portray Provider's financial condition. Provider shall also provide any additional information reasonably requested by Chase from time to time, including but not limited to, proof of adequate licensing, bonding and insurance.

#### **ARTICLE V - INDEMNIFICATION**

- Section 5.1. Provider Indemnification. Provider shall indemnify and hold harmless Chase and its respective, directors, officers, employees and agents, in accordance with the procedures set forth in Section 5.3 hereof from and against any and all Third Party Claims, based on (a) Provider's breach of its obligations, covenants, representations or warranties hereunder, (b) personal injury, medical malpractice or other claim resulting from the Provider's performance of the Services hereunder (c) personal injury or property damage caused by Provider's (or its subcontractor's) negligence or willful misconduct (including, without limitation, fraud) in the performance of its obligations hereunder. The foregoing indemnifications apply to Provider whether Provider performs the Services directly or indirectly through a subcontractor. This indemnification shall survive any termination or cancellation of this Agreement.
- Section 5.2. Chase Indemnification. Chase shall indemnify and hold harmless Provider and its respective, directors, officers, employees and agents, in accordance with the procedures set forth in Section from and against any and all Third Party Claims, based on (a) Chase's breach of its obligations, covenants, representations or warranties hereunder, (b) personal injury or property damage caused by Chase's (or its subcontractor's) negligence or willful misconduct (including, without limitation, fraud) in the performance of its obligations hereunder. The foregoing indemnifications apply to Chase whether Chase is involved in the incident giving rise to the indemnification obligations hereunder directly or indirectly through a subcontractor. This indemnification shall survive any termination or cancellation of this Agreement.
- Section 5.3. Indemnification Procedures. If any party entitled to indemnification under this Agreement (an "Indemnified Party") makes an indemnification request to the other, the Indemnified Party shall permit the other party (the "Indemnifying Party") to control the defense, disposition or settlement of the matter at its own expense; provided that the Indemnifying Party shall not, without the consent of the Indemnified Party enter into any settlement or agree to any disposition that imposes an obligation on the Indemnified Party that is not wholly discharged or dischargeable by the Indemnifying Party, or imposes any conditions or obligations on the Indemnified Party other than the payment of monies that are readily measurable for purposes of determining the monetary indemnification or reimbursement obligations of Indemnifying Party. The Indemnified Party shall notify the Indemnifying Party promptly of any claim for which Indemnifying Party is responsible and shall cooperate with the Indemnifying Party in every commercially reasonable way to facilitate defense of any such claim; provided that the Indemnified Party's failure to notify Indemnifying Party shall not diminish Indemnifying Party's obligations under this Section except to the extent that Indemnifying Party is materially prejudiced as a result of such failure. An Indemnified Party shall at all times have the option to participate in any matter or litigation through counsel of its own selection and at its own expense.
- Section 5.4. Limitation of Liability. Except for the indemnity obligations for third party claims above or for breach of its obligations under Section 6.10 (Confidentiality) hereof, under no circumstances shall either party be liable for any special, incidental, punitive or consequential damages arising in any way out of this Agreement or the services, however caused, whether arising under a theory of contract, tort (including without limitation negligence) or otherwise, including without limitation damages for lost profits, loss of data or costs of procurement of substitute goods or services.

#### ARTICLE VI - MISCELLANEOUS PROVISIONS

- Section 6.1. Conditions of Termination. In the event of a breach by Provider of any provision of this agreement hereof, Chase may terminate this Agreement on written notice to Provider. In addition, this Agreement may be terminated immediately, as to the future submission of Application/Fundings, at any time by either party, upon the provision of written notice of termination. Notwithstanding any termination of this Agreement, the representations and warranties, covenants, agreements, and obligations of Provider, including, but not limited to, its continuing responsibility to promptly supply Chase with outstanding documentation regarding Fundings previously submitted for approval, and its obligation to indemnify Chase as provided herein shall remain in full force and effect.
- Section 6.2. Assignment. Provider may not assign, or delegate any of its rights, duties, and/or obligations hereunder without the written permission of Chase that may be withheld in its sole discretion. A change in ownership, merger, or consolidation of Provider shall be considered an assignment for purposes of this Agreement. Chase may assign this Agreement to any affiliate without consent and shall be binding upon and inure to the benefit of the parties hereto and any permitted assignees.
- Section 6.3. Relationship Between Parties. No exclusive relationship between Provider and Chase shall result from this Agreement. Provider shall not hold itself out as an employee or agent of Chase. Provider shall not make any statement that leads any third party to reasonably believe that it is an agent of Chase. Provider shall not use or refer to Chase's name in any form of advertising or written materials without the prior written consent of Chase.
- Section 6.4. No Third Party Benefits. This Agreement is made for the express benefit of Provider and Chase, not for the benefit or interest of any other persons or entities, and accordingly, no third party shall obtain or acquire any rights or interest in this Agreement or by reason of the performance or failure of performance of either of the parties hereto or of their respective rights, privileges, duties or obligations arising hereunder.
- Section 6.5. Entire Agreement. This Agreement constitutes the entire understanding of the parties regarding the subject matter hereof. Chase may amend or modify this Agreement at any time upon thirty (30) days advance notice to Provider. Submission by Provider of any transactions for Fundings after such thirty (30) day notice period constitutes acceptance of the modified or amended terms as if set forth herein, whether or not Provider has signed an amendment or acknowledgment of the new terms. The invalidity of any portion of this Agreement shall not affect the remaining provisions.

Section 6.6. Notice. Any notice required to be given to a party hereto under the provisions of this Agreement must be in writing and delivered either personally, by telecopy transmission, or by first class mail to the other party at the addresses indicated herein above, for Provider, and at Chase Bank USA, N.A., DE1-1024, 201 North Walnut Street, Wilmington, DE 19801-2920, Attn: General Counsel.

Section 6.7. Non-Solicitation. Provider covenants and agrees that it will not take or cause any action to be taken by any of its agents, employees or affiliates, to solicit the prepayment of, refinance of, or any alteration in payment procedures or terms of any Funding.

Section 6.8. Governing Law. Chase and Provider agree that all actions, proceedings or counterclaims arising out of or relating to this Agreement shall be brought in the United States District Court for the Southern District of New York (or, should such court lack competence to hear such action, proceeding or counterclaim, in the commercial part of the New York State Supreme Court in the County of New York) and that Chase and Provider in connection with any such action, proceeding or counterclaim submit to the jurisdiction of, and agree to venue in such court. CHASE AND PROVIDER ALSO IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 6.9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one Agreement.

#### Section 6.10. Confidentiality.

A. Provider shall not, at any time during or following termination of this Agreement, regardless of the manner, reason, time or cause of such termination, directly or indirectly disclose or furnish to any person not entitled to receive the same for the immediate benefit of Chase (except to the extent actually required in connection with any litigation between the parties arising out of the Agreement or by applicable law), any trade secrets or confidential information including, but not limited to, the Chase Criteria, the Chase Operating Procedures, oral instructions, and information related to Chase's business operations, credit policies, procedures, customers. Provider recognizes, having been so informed by Chase, that as no remedy at law for damages is adequate to compensate for a breach of the covenants contained in this Section 6.10, Chase shall be entitled to temporary and permanent injunctive relief against such breaches without the necessity of proving damages. Such permanent or temporary injunctive relief shall in no way limit any other remedies that may result from the breach of the covenants contained in this Section 6.10.

B. Provider shall not, at any time during or following termination of this Agreement, regardless of the manner, reason, time or cause of such termination, directly or indirectly disclose or furnish any personal financial information that was communicated to Provider in connection with any Application contemplated or actually made under this Agreement to any person not entitled to receive such information except (i) upon the direct instructions of Chase or (ii) to the extent actually required in connection with any litigation between the parties arising out of the Agreement or (iii) by applicable law., Furthermore, Provider shall not retain any copies of Chase applications, purchase verification invoices or other Chase documentation containing "non-public personal information" ("NPI") within the meaning given to that term in Title V, Section 501 of the Gramm Leach Billey Act and the implementing regulations thereto, all as may be amended from time to time; provided, however, that withstanding the foregoing, Provider shall retain copies of the purchase receipt portion of Invoices as specified in Section 2.4 (Presentment of Invoices) hereof. Not less frequently than quarterly, Provider will collect all confidential information of Chase it has in its possession, including, but not limited to NPI, and forward such information it to Chase. Provider recognizes, having been so informed by Chase, that as no remedy at law for damages is adequate to compensate for a breach of the covenants contained in this Section 6.10. Chase shall be entitled to temporary and permanent injunctive relief against such breaches without the necessity of proving damages. Such permanent or temporary injunctive relief shall in no way limit any other remedies that may result from the breach of the covenants contained in this Section 6.10.

C. The provisions of this Section 6.10 shall survive any termination or expiration of this Agreement.

Section 6.11. Attorney Fees. In connection with any litigation or court proceeding arising out of the enforcement of this Agreement, the prevailing party shall be entitled to recover from the other party all cost incurred, including reasonable attorneys' fees incurred for services rendered before suit is brought, prior to trial, at trial, or appeal, or in federal bankruptcy proceedings.

# **ChaseHealthAdvance** SM Provider Enrollment Form

**Signature:** By signing below, I acknowledge receipt and agree to comply with the ChaseHealthAdvance Provider Agreement, (v.1000608)

X	<u> </u>			
Signature of Owner/Officer/General Partner/LLC Manager or	Print Name			Date
Name of Corporation/Partnership / LLC / LLP	Name of Prac	tice (DBA)		Federal TIN/EIN
Street Address / Principal place of business	City	State	Zip	
Corporate / Office Phone Number	Fax Number			E-mail
Name of contact person responsible for financing	Direct Phone	Number or Email		Title
Name of Doctor	License Number			
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ChaseHealthAdvance 1717 Hermitage Blvd. Suite 101 Tallahassee, FL 32308

Facsimile: 877 758 7633 Toll Free: 888 388 7633 **For More Information Call Toll Free:** 

Tel (888) 388-7633 Fax (877) 758-7633

