

Revolutionize YOUR PRACTICE with the new *Esorse HYBRID Card*



For the first time:

- ✓ Real-time adjudication & payment
- ✓ No additional hardware or software required
- ✓ Guaranteed immediate payment - eliminate receivables & bad debts



What is it?

An industry first, the new **ESORSE HYBRID Pay-Direct Health Benefit Card** allows regulated practitioners to **file claims electronically and be reimbursed in real time**. And, because it's also a **VISA® Pre-Paid Card**, any practice can start accepting it today! You can dramatically build your business while strengthening client relationships - all without any additional hardware, software or staff retraining.



How does it work?

The **ESORSE HYBRID Card** has been designed from the ground up to be simple, secure & convenient - both for you and your clients. Here's a typical scenario:



Practitioner provides service.



Practitioner logs in and enters client number, treatment and amount online.



System provides immediate approval.



Immediate payment using client Pay-Direct Visa® Card.

Quick & easy set-up! Contact us today:

ESORSE Corporation
234 Eglinton Ave East, Suite 502
Toronto, Ontario M4P 1K5
416-483-3265 tel
1-877-6-ESORSE toll-free
info@esorse.com email
www.esorse.com



ESORSE
C O R P O R A T I O N

Esorse - The Benefits of Technology™

Scotiabank® is a Registered trademark of The Bank of Nova Scotia. * Visa Int./Lic. user The Bank of Nova Scotia.

The Evolution of HYBRID Card Benefits



	PAST	PRESENT (with new Esorte HYBRID Card)	FUTURE
Plan Coverage	<ul style="list-style-type: none"> Defined benefit Plan Benefit Maximums by service and service provider 	<ul style="list-style-type: none"> Defined Benefit Plan Benefit Maximums by service and service provider 	<ul style="list-style-type: none"> Defined Benefit Plan Defined Employer Contribution Plans Self Managed (Individual) Plans
Claim Handling	<ul style="list-style-type: none"> Paper claims 	<ul style="list-style-type: none"> Electronic Claims Immediate adjudication and payment 	<ul style="list-style-type: none"> Electronic claims Immediate adjudication and payment
Payment	<ul style="list-style-type: none"> Paid by client Wait for payment from Insurer 	<ul style="list-style-type: none"> Services paid by insurer through client pay-direct card using existing VISA® POS terminal up to plan limits. 	<ul style="list-style-type: none"> Services paid direct by insurer through client card using existing VISA® POS terminal Services paid direct by client using client card without service limits
Benefits		<ul style="list-style-type: none"> Cost Savings Pre-approved services via real time adjudication Real time payment Eliminates collections and bad debt Eliminates paper handling No cost to practitioner Associate Provider Network 	<ul style="list-style-type: none"> Additional revenue through Associate Provider Network (APN) Broader range of services covered No benefit maximum Pre-approved services via real time adjudication Real time payment Eliminates collections and bad debt Eliminates paper handling



Esorte - The Benefits of Technology™

Scotiabank® is a Registered trademark of The Bank of Nova Scotia. * Visa Int./Lic. user The Bank of Nova Scotia.

416-483-3265 tel
1-877-6-ESORSE toll-free
info@esorse.com email
www.esorse.com



June 1, 2011

ESORSE CORPORATION HYBRID PAY-DIRECT HEALTH BENEFIT PAYMENT CARD

TYPICAL QUESTIONS & ANSWERS

1. Who is Esome Corporation?

Esome Corporation was established in 2005 as a Business Process Outsourcing Service utilizing technology to provide real-time electronic claims processing and adjudication services as a Pharmacy Benefit manager to insurers, Third Party Benefit Administrators, insurance brokers and corporations for their self-insured benefit programs. It currently serves several thousand clients with nearly 200,000 cardholders.

2. What differentiates Esome from its competitors?

Esome provides customers with the Esome Hybrid Health Benefit Card that has the most comprehensive range of system capabilities behind it in the industry. **It combines a multiple of functions on a single pay-direct card that no competitor currently offers!** The Esome card and system includes the following capabilities, additional modules can be developed to meet specific customer requirements:

- Online Claims submission
- EDI Processing of Drug/Dental/Professional services claims
- Real-time reimbursement via Visa® Pre-paid card
- Real-time monitoring of Health Spending Account history and balances
- Real-time monitoring of Program sponsor funds
- Real-time access by service providers to claim submitted status
- Claims reimbursement via Internet (Plan participants)
- Claims reimbursement via Internet (TPA's/Advisors)
- Manual Cheque reimbursement (Participants)
- Direct Deposit to Bank
- Real-time Coordination between ASO and HSA Programs
- Flexibility to provide customized system solutions for Pharmacy Benefit Management (PBM) and Preferred Provider Networks (PPN)
- Flexibility to provide claims and statistical reports in any format desired
- Payroll/Commission payments
- Rewards program point accumulation
- Supports coordination of benefits (COB) with multiple plans



3. Where can the Esome Hybrid Pay-Direct Health Card be utilized?

Now that the Esome card has been enhanced to become a Visa® prepaid card it can be used at any **Regulated Health Care Professional** service provider and/or product supplier of medical related products (the list of eligible Practitioners may vary by Province). They must have a computer to file the claim electronically, and a POS terminal to swipe the card. The list of Professionals includes:

- Audiologists and Speech Language Pathologists
- Chiropodists/Podiatrists
- Chiropractors
- Dental Hygienists
- Dentists/Orthodontists
- Denturists
- Dieticians
- Massage Therapists
- Medical Laboratory Technologists
- Medical Radiation Technologists
- Midwives
- Nurses
- Occupational Therapists
- Opticians
- Optometrists
- Pharmacists
- Physicians & Surgeons
- Physiotherapists
- Psychologists & Psychological Associates
- Respiratory Therapists
- Transitional Council of the College of Homeopaths of Ontario
- Transitional Council of the College of Naturopaths of Ontario
- Transitional Council of the College of Registered Psychotherapists and Registered Mental Health Therapists of Ontario

The fees of the above Regulated Health Care Professionals may qualify as an eligible medical expense that may be claimed under the Medical Expense Tax Credit on one's personal Federal Income Tax Return in accordance with Section 118.2 (2) of the Income Tax Act and Interpretation Bulletin IT-519R2. Eligible expenses may also be reimbursed under an insured group benefits program, or self-insured program such as an employer funded ASO Program (Administrative



Services Only), or a Health Spending Account as outlined in Interpretation Bulletin It-529.

Fees from non-regulated professionals such as Marriage Counselors, Sports Therapists, Social Workers, etc. **cannot be reimbursed via the Esome Pay-Direct Hybrid Health Card, nor can they be claimed as an eligible Medical Expense in accordance with the Income Tax Act.** While some insurers may allow the fees from these professionals to be reimbursed under their group programs they are placing their clients at risk in the event of an audit by Canada Revenue Agency. **The Esome system will not recognize such claims.**

4. How does the Esome Pay-Direct Hybrid Health Benefit Card work?

- (a) The Esome cardholder is provided with a welcome letter and instructions on how to use the card on enrolment under a program administered by Esome. It includes instructions on how to log onto the system and the password and identification required to access their account 24/7.
- (b) The cardholder presents the card to the associated health service provider who submits a claim electronically to Esome for the services or product supplied.
- (c) The Esome system adjudicates the claim immediately in real-time for eligibility under the cardholder's benefits program, whether it is a fully insured individual or group benefits program, or self-insured employer ASO (Administrative Services Only) program, or a Health Spending Account. Due to its multi-function capability the service provider may have to swipe the card twice to secure full payment as the card contains two purses of funds that can be accessed.
- (d) The Provider has a maximum of 15 minutes to process the claim after the Esome system has confirmed eligibility of the claim, otherwise the system will time out and the POS transaction will be declined which will result in the Provider having to resubmit the claim.
- (e) The Esome system remits payment in accordance with the applicable program parameters to the service provider or instructs the provider to swipe the card to secure payment. If the total claim is more than the eligible benefit payment amount the service provider will collect the balance outstanding from the cardholder in cash, debit, or credit card.
- (f) The Esome system will record that the claim was only partially paid and, if applicable, such as under a Health Spending Account will hold the balance of the claim and remit it to the cardholder's bank account after the next monthly employer contribution has been received.

5. What type of Programs can Esome administer?

The Esome system and related Health Benefits Card can be used to administer the widest possible range of insured and non-insured programs, and can be customized to meet a client's specific requirements. Esome cardholders range



ESORSE
CORPORATION

from the self-employed entrepreneur to employees of corporations of all sizes and types.

The Esome system is currently being utilized to administer:

- Traditional “pooled” benefits, i.e. Life, AD&D, STD, LTD, Catastrophic and Stop-loss insurance, travel insurance
- Fully insured individual health and dental plans
- Group health and dental plans
- Self-insured ASO plans
- Health Spending Accounts
- Medication trials for drug manufacturers
- Or, any combination of the above

6. Why should Regulated Health Care Professionals or Product or Service Suppliers agree to accept the Esome Hybrid Pay-Direct Health Card?

(a) Patients today are seeking the most convenient method of payment for the medical services or related products purchased that **minimizes their out-of-pocket expenses** and **eliminates the time delay in receiving payment** that is common under the majority of benefit plans today.

(b) The Health Care Professional service provider and product supplier can **receive immediate confirmation of the eligibility of a submitted claim.**

(c) The Health Care Professional service provider and/or product supplier would **receive a guarantee of immediate payment in real-time** for their eligible services/products.

(d) The Health Care Professionals and product suppliers **can become members of an Esome Associate Provider Network (EAPN)** that will assist in developing **new and expanded business opportunities** for them.

(e) Esome will be developing a list of APN members by community across Canada of registered Regulated Health Care Professionals and product suppliers that can be accessed by cardholders to enable them to secure services from an associated service provider or vendor where their Esome Hybrid Pay-Direct Health Card will be accepted thus minimizing out-of-pocket expenses.

(f) **It is essentially the same system that has been in use with Pharmacists and Dentists for many years, but now the Esome Hybrid Pay-Direct Health Card has a multi-function capability** that reduces paper claims handling and results in immediate real-time claim adjudication and payment for Regulated Health Care Professionals and product/service suppliers not available from any other card provider.



June 1, 2011

ESORSE CORPORATION HYBRID PAY-DIRECT HEALTH BENEFIT CARD

Associate Provider Network (APN) Agreement

Introduction:

EsoRse provides customers with the **EsoRse Hybrid Pay-Direct Health Benefit Card** that has the most comprehensive range of system capabilities behind it in the benefits industry. **It combines a multiple of functions on a single card.**

EsoRse wishes to establish an **Associate Provider Network (APN)** by local community by Province basis to assist its cardholders in securing appropriate professional services and medical products in order to maximize their available health care dollars while providing the APN members with an ability to expand their business at no cost.

NOTE: EsoRse Corporation by establishing the EsoRse APN does not testify as to the Professional qualifications or warrant the services or products of any APN member at anytime. The objective of EsoRse is simply to assist its cardholders in securing the required medical or dental services from a Regulated Health Care Professional as well as required medical products supplier that can be claimed in accordance with the Income Tax Act of Canada under Section 118.2 (2) of the Income Tax Act and Interpretation Bulleting IT-519R2.

THIS AGREEMENT is entered into between EsoRse Corporation ("EsoRse") with principal offices located at 234 Eglinton Avenue East, Suite 502, Toronto, Ontario, M4P 1K5, and the Associate Provider whose signature and principal place of business address appears on the last page of this Agreement.

WHEREAS, EsoRse is in the business of providing claims adjudication, claims payment and other services, and the Associate Provider wishes to access and utilize EsoRse's claims adjudication and payment services.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties each intending to be legally bound, agree as follows:

Definitions:

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

- a) **Adjudication** – means the verification by EsoRse of the legitimacy, eligibility and validity of Claims per regulations set out by the Income Tax Act and each provincial regulatory body submitted by the Associate Provider.
- b) **Benefit Plan** – means the benefits, products and services comprising the benefit plan of an extended health care benefit Insurer, or self-insured employer plan that is administered by EsoRse.
- c) **Business Day** – means a day other than a Saturday, Sunday or any other day that is a statutory or civic holiday in the Province of Ontario, Canada

- d) **Claim(s)** – means a paper-based or electronic claim for a service rendered by the Associate Provider pursuant to a Benefit Plan.
- e) **Eligible Amount** – means the amount that is payable for a Claim under the term of a Benefit Plan.
- f) **Eligible Person** – means any individual who is covered by a Benefit Plan administered by Eorse Corporation
- g) **Eorse Hybrid Pay-Direct Health Card** – means the personalized identification card provided by Eorse to each Eligible Person.
- h) **Eorse Systems** – means Eorse’s online Claims processing and Adjudication system.
- i) **Person** – means an individual, corporation or other legal person.
- j) **Associate Provider** – means the regulated licensed Associate Provider which, as a party to this Agreement, has executed this Agreement in the place provided.
- k) **Associate Provider Services** – means the medical, dental services, or medical products provided to the public by the Associate Provider.
- l) **Transaction Date** – means the date on which the Associate Provider provides professional services or sells an eligible medical device or product to an Eligible Person.

Terms and Conditions

THIS AGREEMENT made between Eorse Corporation and the undersigned provider of Health Care Services or products (The Provider) in the establishment of the Eorse APN.

WHEREAS

- A. Eorse is the owner of the **Eorse Hybrid Pay-Direct Health Card** and will provide Internet access to a web portal enabling the Provider to submit health, dental and other related claims on behalf of their clients electronically, have the claims adjudicated and receive payment in real-time.
- B. The Provider wishes to be listed as a participating member of the Eorse APN on the terms and conditions as contained in this Agreement.
- C. The Provider acknowledges and agrees that Eorse in providing its electronic claims submission and adjudication services is acting as the Claim Payer on behalf of its clients including, but not limited to insurance companies, Third Party Administrators, Corporate organizations and Insurance Brokers.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.0 OBLIGATIONS OF ESORSE:

1.1 ESORSE shall:

- a) Provide a listing of all APN members by community, by Province, on the Eorse web site to be accessed by Eorse cardholders when they require the services of a Regulated Professional Health Care Provider, or medical product or service supplier.
- b) Provide the Eorse cardholder with a User ID and Password to access the Eorse system to access the APN list;
- c) Provide the Provider with a User ID and Password to access the Eorse system to submit claims and confirm they are on the APN listing.
- d) Provide the services without any charge to the Provider.
- e) Reimburse the Associate Provider for the Eligible Amount of Claims submitted to Eorse by the Associate Provider in real-time.

- f) Eorse shall not be liable to the Associate Provider for any charges or costs not covered by a Benefit Plan.
- g) Provide the Associate Provider with an electronic reconciliation of the Eligible Amounts paid to the Associate Provider by Eorse with the payment of each claim. Such reconciliation may be accessed by the Associate Provider using its log in code and password through the Eorse web site.
- h) Provide reasonable technical support to assist the Associate Provider in transmitting Claims through Eorse System within normal Eorse business hours from 9:00 am to 5:00 pm, Eastern time (Monday to Friday except on Statutory holidays).
- i) Supply the Associate Provider with timely communications regarding changes or enhancements to the Eorse System.
- j) Maintain a help desk during Eorse business hours to answer the Associate Provider's questions and resolve its issues.
- k) Address and resolve directly with the eligible person, any complaints they may have in the usage of the Eorse Hybrid Pay-Direct Health Card.

2.0 OBLIGATIONS OF THE PROVIDER:

2.1 The Provider shall:

- a) Accept the Eorse Hybrid Pay-Direct Health Card as identification for claim submission purposes;
- b) Submit claims electronically utilizing the User ID and Password issued by Eorse.
- c) Not abuse the Eorse system by attempting to submit claims repeatedly that have been declined by the system, or are known to the Provider to be ineligible.
- d) Comply with all Privacy Acts and rules and protect the confidentiality and security of information, usernames, passwords related to the Eorse services and to claim transactions and claimants.
- e) Submit Claims that are a true account of the goods and services provided. The Associate Provider will use its best reasonable efforts to ensure the accuracy of the data submitted to Eorse, including but not limited to the patient eligibility, certificate number, patient name, service type, number of hours rendered or description of goods sold and the Transaction Date.
- f) Warrant that it has valid documentation in its possession, for all Claims submitted by it to Eorse as set out in applicable legislation, regulations and provincial Associate Provider standards of practice.
- g) Not submit a Claim to Eorse in an amount that exceeds the amount that the Associate Provider would have charged a cash-paying customer.
- h) In the normal course of business, submit all electronic Claims to Eorse for immediate payment on the Transaction Date.
- i) The Associate Provider shall submit electronic reversal to Eorse System within 30 minutes maximum on the original transaction date. If such claim has been paid, Eorse will execute an automatic debit from the Associate Provider's bank account or Associate Provider has to send to Eorse a manual cheque equal to the reversed amount within 24 hours from the reversal date. If in case NSF (non sufficient fund) occurs, a minimum \$43.00 NSF fee will be charged to the Associate Provider. NSF fee is subject to change depending on bank charges.
- j) Unless, using his professional judgment, the Associate Provider believes that Eorse Hybrid Pay-Direct Health Card has been tampered with or is not the Eorse Hybrid Pay-Direct Health Card of the person presenting such card, the Associate Provider shall honor all Eorse Hybrid Pay-Direct

Health Cards properly presented. The Associate Provider agrees to verify that an individual is an Eligible Person by examining the individual's Eorse Hybrid Pay-Direct Health Card.

- k) Use its best reasonable efforts to send all Claims for an Eligible Person electronically to Eorse System.
- l) Retain for a minimum of two (2) years after the Transaction Date, the doctors' prescriptions, documentations and the Claim transaction records required in connection with Claims submitted for payment by the Associate Provider to Eorse. The Associate Provider, with reasonable prior notice (minimum 3 working days), agrees to allow Eorse's authorized representatives to inspect and review the documentations and transaction records to verify the accuracy of the Claims submitted.

3.0 INDEMNITY:

- 3.1 In the event that a party ("Defaulting Party") fails to comply with any Obligations under this Agreement and as a thereof the other party ("the Non-Defaulting Party") suffers any loss, liability or damage, including reasonable legal fees.
- 3.2 The Associate Provider shall indemnify Eorse from any liability, loss, or costs or if Eorse incurs any liability, or suffers any loss or damages as a result of the improper use of the Eorse Hybrid Pay-Direct Health Card or Eorse System by the Associate Provider, or as a result of any other material breach or non-performance of the terms of this Agreement by the Associate Provider.
- 3.2 Eorse shall indemnify the Associate Provider from any liability, loss or costs or if the Associate Provider incurs any liability or suffers any loss or damages as a result of the improper use of the Eorse Hybrid Pay-Direct Health Card or Eorse system by Eorse or as a result of any other material breach or non-performance of the terms of this agreement by Eorse.

4.0 TERM AND TERMINATION:

- 4.1 This Agreement shall commence on the date of execution of the Agreement and shall continue in full force or effect unless terminated by either party on 30 days prior written notice.
- 4.2 Either party may terminate this Agreement on three (3) days prior written notice if the Associate Provider materially breaches its obligations on this Agreement, or if Eorse breaches it's obligations or if the other party should become bankrupt or insolvent or commence or become the object of any proceeding involving insolvency, bankruptcy, reorganization, liquidation or any proceeding for relief of any financially distressed debtors.
- 4.3 Upon termination of this Agreement for any reason whatsoever, the Provider shall cease submitting claims to the Eorse system and destroy any User ID or Password to access the system.

5.0 LIMITATION OF LIABILITY:

- 5.1 Except for breach of confidentially obligations contained herein, the Provider agrees that Eorse's total cumulative liability in respect of all claims under this Agreement, for any cause whatsoever and regardless of the form of action, shall not exceed the amount of five hundred dollars (\$500.00); and upon expiration or termination of this Agreement, the Provider shall not bring an action, regardless of form, arising out of this Agreement more that one year (1 year) after the cause of the action has arisen or the date of discovery of such cause, whichever is later.
- 5.2 In no event shall Eorse be liable for any special, indirect or consequential damages or any damages in connection with lost profits, lost data, lost revenues, failure to realize expected savings, or other commercial or economic losses of any kind.

6.0 ESORSE PROPRIETARY RIGHTS:

- 6.1 All intellectual Property Rights as defined below, developed, collected, created by or for Esorte and all documents or other material of whatever nature provided to the Provider by Esorte and all copies thereof made by the Provider as permitted herein shall remain the sole property of Esorte and shall be destroyed upon the termination of this Agreement.
- 6.2 The Provider acknowledges that all rights, title and interest in and to the **Esorte Hybrid Pay Direct Card Health Card**, system and claims processes belongs to and resides in Esorte.
- 6.3 "Intellectual Property Rights" shall mean any rights arising anywhere in the world under (i) patent law; (ii) copyright law; (iii) trademark law; (iv) design patent or industrial design law; (v) privacy, publicity, celebrity and personality rights law; (vi) any other statutory provision or common or civil law principle which may provide a right in either (a) ideas, formulae, concepts, inventions or know-how generally, including confidentiality or trade secret laws, or (b) the expression of such ideas, formulae, concepts, inventions or know-how.

7.0 CONFIDENTIALTY OBLIGATIONS:

- 7.1 "Confidential Information" means any information, material or data in whatever format or form, which is proprietary or confidential in nature, regardless of whether it is identified as proprietary or confidential or not, or that is by its nature or is treated as being confidential or proprietary by the disclosing party and that is furnished by or on behalf of the disclosing party to the receiving party, whether such information has been conveyed verbally or in written or other tangible form. The restrictions regarding Personal Information are governed by PIPEDA and neither this definition of Confidential Information nor anything else in this Agreement shall limit the meaning of Personal Information.
- 7.2 "Personal Information" has the same definition as in the Personal Information, Protection and Electronic Documents Act ("PIPEDA"), and includes the individual's name, address, age, date of birth, sex and religion, whether recorded in printed form, film, electronic means or otherwise and disclosed to Esorte pursuant to this Agreement.
- 7.3 During and after the Term of this Agreement, Esorte and the Provider shall ensure that the confidentiality and security of all Confidential and Personal information is maintained.

8.0 PRIVACY:

- 8.1 In the event that Esorte has to use or transfer any Personal Information in providing its services, the Provider warrants that it has obtained all required consents from any individual in respect of his/her personal information submitted to Esorte.

9.0 GENERAL TERMS:

- 9.1 Neither party shall be responsible for the failure to comply with or any delay in its performance of any terms or conditions of this Agreement, if such failure or delay is directly or indirectly caused by events beyond the reasonable control of the party, and provided that the party prevented from rendering such performance uses its best efforts to render such performance in a timely manner utilizing such resources reasonably required in the circumstances as soon as the conditions preventing such performance no longer prevails. These events shall include, but not be limited to fire, flood, earthquake, accident, civil disturbance, war, pandemic, strikes or lockouts, delays in transportation, inability to secure necessary materials, failure in telecommunication facilities, parts or components, delay or failure of performance of any supplier or contractor, or acts of God.
- 9.2 This Agreement contains the entire agreement between the parties with respect to the Esorte Hybrid Pay Direct Health Card and the submission of health/dental and health product or services claims. Any Terms or Condition of this Agreement may only be altered by written consent between the parties.

- 9.3 Any notice shall be in writing and shall be sent to the attention of the signatories of the party at the address set forth below.
- 9.4 This Agreement shall be binding upon the parties, their heirs, successors and assigns. The Provider may not assign this Agreement without the written consent of Eorse.
- 9.5 The individual whose signature appears below is authorized to bind the Corporation of whose behalf the signature is made.

Other Terms and Conditions:

- a) No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented to in writing by both parties.
- b) The Associate Provider may not assign any of its rights or benefits under this Agreement to any Person without the prior written consent of Eorse except for an assignment to any other licensed operator of the Associate Provider's practice which shall not be subject to the consent of Eorse. This Agreement shall be binding upon the parties, their heirs, executors, successors, and assigns.
- c) In the event the Associate Provider is at fault for a submission error Eorse shall have the right to set off and deduct amounts payable by the Associate Provider to Eorse from amounts payable to the Associate Provider by Eorse. Eorse will provide the Associate Provider with written documentation and an explanation for any such set off amounts.
- d) Neither party has the right to use the other party's name to identify the relationship between Eorse and the Associate Provider in promotional material and other documents to be distributed from time to time without the express written consent of the other party which consent may be arbitrarily withheld.
- e) Any delay or failure by either party hereto in performance hereunder shall be excused to the extent that such delays or failures are caused by occurrences beyond such party's control, including acts of God, decrees or restraints of governments, strikes or other labour disturbances, war, sabotage, and any other cause or causes which cannot be controlled by such party.
- f) Any termination of this Agreement by a party or the expiration of this Agreement as provided herein shall not in any way operate to deny any such party's other indemnification rights. No failure or delay on the part of any party to exercise a right of termination hereunder or any default by a defaulting party shall be construed to prejudice the non-defaulting party's right of termination or cancellation for such default or for any other subsequent defaults.
- g) This Agreement contains the entire agreement between the parties, and supersedes all prior agreements, negotiations, representations and proposals written or oral, relating to its subject matter,
- h) This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably agree to the exclusive jurisdiction of the Courts of the Province of Ontario.

NOTICES:

1. Any communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, by facsimile or by registered mail addressed to the party concerned at the addresses set forth below:

If to Eorse:

Eorse Corporation

234 Eglinton Avenue East, Suite 502
Toronto, Ontario, M4P 1K5
Fax Number: 647-288-0447

If to the Associate Provider:

2. Both parties to this Agreement agree that "facsimile" transmissions of signed documents shall be regarded and accepted as if they bore original signatures. Promptly after such facsimile transmission the original documents bearing the original signatures shall be provided to the other parties.
3. Any notice required to be provided under the terms of this Agreement shall be deemed to have been given and received on the date it was delivered or telecopied, or if mailed, on the third Business Day following the date of its mailing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement

This _____ day of _____, _____.

Name of Associate Provider (print)

Authorized Signature of Associate Provider

Address

City

Province

Postal Code

Authorized Signature of Eorse Corporation

Name (print)

PLEASE COMPLETE AND RETURN ONE COPY OF THIS SIGNED AGREEMENT TO:

Eorse Corporation

Attention: Associate Provider Services
234 Eglinton Avenue East
Suite 502
Toronto, Ontario M4P 1K5

