

Coast2Coast Rx Card - Township of Palatine Marketing Agreement

THIS MARKETING AGREEMENT dated this 22nd day of July, 2011, by and between **Financial Marketing Concepts, Inc.**, hereinafter "FMC" a Florida corporation, with its principal place of business at: 100 Executive Way, Suite 214, Ponte Vedra Beach, St. Johns TOWNSHIP, Florida 32082, in conjunction with IPPFA Benefits principal location 3963 W. Belmont, Chicago, IL 60618 and **Palatine Township**, a political subdivision in the State of Illinois, hereinafter "TOWNSHIP" with its principal place of business at 721 S. Quentin Road, Palatine, IL 60067

WITNESSETH:

WHEREAS, FMC has created a discount prescription card, to-wit: the *Coast2Coast Rx Card*, which provides discounts on prescription drugs to individuals and families, and

WHEREAS, FMC can provide TOWNSHIP the opportunity to offer its *Coast2Coast Rx* discount prescription card to its residents at no cost to the TOWNSHIP, and

WHEREAS, TOWNSHIP is desirous of providing the *Coast2Coast Rx* discount prescription card to its residents at no cost to the TOWNSHIP.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein contained, it is agreed as follows:

1. **Benefits.** FMC will provide its *Coast2Coast Rx* discount prescription card at no cost to TOWNSHIP and its residents, and will pay TOWNSHIP a Royalty for each prescription filled that results in a paid claim as listed on Schedule "A" hereof. In addition to the discounts on prescriptions, the card will also offer discounts on dental (DenteMax); vision (Outlook Vision); hearing (Newport Audiology) and imaging and lab tests through an arrangement with Prepaid Lab, LLC and Prepaid Imaging, LLC. Furthermore TOWNSHIP's current and retired employees will receive the WellCard Health program (www.wellcardhealth.com) at no charge to TOWNSHIP and its current and retired employees.

2. **Term.** This Agreement will automatically renew every year for another one (1) year term unless TOWNSHIP gives FMC thirty days (30) written notice to terminate, or unless earlier terminated by default.

3. **FMC's Obligations.**

a. FMC will provide to TOWNSHIP and its residents the *Coast2Coast Rx* discount prescription card at no cost to its residents or TOWNSHIP.

b. FMC will print and distribute the prescription cards for the TOWNSHIP at FMC's cost. TOWNSHIP will approve the card design prior to FMC's printing of the card.

c. FMC will handle all administration of the card including the providing of monthly usage reports to TOWNSHIP. FMC will assign a unique Group Code to TOWNSHIP for cards printed by FMC so that TOWNSHIP's usage can be tracked when the card is used at participating pharmacies.

d. FMC will distribute its *Coast2Coast Rx* Cards to participating pharmacies in the TOWNSHIP and to other such governmental offices (such as libraries, health departments, etc.) designated by the TOWNSHIP.

e. FMC will create a private label website for the TOWNSHIP to link to from its website that will describe the *Coast2Coast Rx* Card program, and where TOWNSHIP residents can print a card, search for participating pharmacies, and search for the price of their specific medication(s).

f. FMC, in conjunction with TOWNSHIP, will participate in media interviews and other press releases requested by TOWNSHIP.

g. FMC and its Pharmacy Benefit Manager will not use any resident's information except as necessary to process prescriptions, and for no other purpose whatsoever. Neither FMC nor its Pharmacy Benefit Manager will contact, transfer or sell resident information to any third party, and both FMC and its Pharmacy Benefit Manager are and will remain for the term of this agreement HIPAA compliant. FMC nor its Pharmacy Benefit Manager will solicit cardholders to use Pharmacy Benefit Manager's mail order unless directed to do so by TOWNSHIP.

4. **Indemnification.** FMC agrees to indemnify and hold TOWNSHIP harmless from any and all claims: (a) arising from or out of the failure, refusal or neglect of FMC to comply with any of the provisions of this Agreement, and/or (b) occasioned wholly or in part by any act or omission of FMC, its Pharmacy Benefit Manager, participating pharmacies, or other FMC agents, contractors or employees. The duty of indemnification shall survive the expiration or earlier termination of this agreement.

5. **TOWNSHIP's Obligations:** TOWNSHIP will provide the opportunity for its residents to receive FMC's *Coast2Coast Rx* discount prescription card.

6. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and venue for any proceedings shall be in Cook County.

7. **Notice.** Any notice required by this Agreement shall be in writing, by certified mail, to the address of each party first set forth above, or at such other address as may hereafter be designated by either party in writing.

8. **Entire Agreement.** This Agreement contains all the rights, duties and obligations of each party, and this Agreement may not be modified or amended except in writing, signed by both parties.

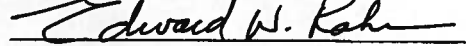
IN WITNESS WHEREOF the parties have hereunto signed this Agreement on behalf of the corporate entity for which they have legal authority to enter into.

PALATINE TOWNSHIP, ILLINOIS

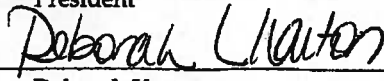
Date: 7/22/11

By: 
Linda Fleming - Township Supervisor
Financial Marketing Concepts, Inc.

Date: 7/31/11

By: 
Edward W. Rahn
President

Date: 7/29/11

By: 
Deborah Karton
Benefits Coordinator

Schedule "A" FOR PALATINE TOWNSHIP, ILLINOIS
Coast2Coast Rx Card

FMC has offered the opportunity for TOWNSHIP to provide its residents, at no cost to TOWNSHIP or its residents, with FMC's **Coast2Coast Rx Card**, and FMC agrees to pay TOWNSHIP a royalty as follows:

1. As long as this Agreement is in full force, then every time a member purchases a prescription through a participating pharmacy, and FMC receives compensation for that prescription, FMC will pay TOWNSHIP fifty cents (\$0.50) per paid claim on a monthly basis.
2. The royalty will begin the next month after 1700 prescriptions (ever to date) have been filled under TOWNSHIP group number. The 1700 is a one time threshold.
3. In the event TOWNSHIP terminates this Agreement for any reason, from and after the termination date, the Royalty will be paid at the rate of Twenty-five cents (.25) per filled prescription that FMC has received compensation for.
4. In the event TOWNSHIP endorses another discount prescription card after the execution of this Agreement, then the Royalty will terminate.

FMC Initials EWK

TOWNSHIP Initials LE