

Coast2Coast Rx Card – WISE COUNTY Marketing Agreement

THIS MARKETING AGREEMENT dated this 14 day of July, 2014, 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, Florida 32082, and **Wise County, Texas**, a political subdivision in the State of Texas, with its principal place of business located at 101 North Trinity St, Decatur, TX 76234

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 Wise County the opportunity to offer its **Coast2Coast Rx** discount prescription card to its county residents at no cost to county and

WHEREAS, Wise County is desirous of providing the **Coast2Coast Rx** discount prescription card to Wise County residents at no cost to county or the residents.

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 Wise County and its county members, and will pay Wise County 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; veterinarian services; vision; hearing; Diabetes Savings Program and imaging and lab tests and other complimentary discounts that may be added in the future.

2. **Term.** The term ("Term") of this Agreement shall commence upon the date last signed and continue for a period of one (1) year from the date of signature. This Agreement will automatically renew every year for another one (1) year term unless Wise County gives FMC thirty days (30) written notice to terminate, or unless earlier terminated by default. Royalty to Wise County will continue to be paid as long as Wise County residents continue to fill prescriptions under this program; and as long as FMC receives its compensation for those prescriptions and as long as this Agreement is not terminated by Wise County. In the event Wise County terminates this Agreement or endorses another discount Rx card, then the Royalty paid to Wise County will be terminated. In any event Wise County may cancel this Agreement with thirty days (30) written notice to terminate.

3. **FMC's Obligations**

- a. FMC will provide to Wise County with the **Coast2Coast Rx** discount prescription card at no cost to Wise County and will pay a Royalty to Wise County based on the use thereof. The Royalty will be paid to Wise County at its full rate as listed on Schedule "A" so long as this Agreement has not been terminated or Wise County has not executed an agreement with another discount prescription card after the execution of this Agreement.

- b. FMC will print and distribute the prescription cards to In Wise County at FMC's cost. Wise County 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 Wise County. FMC will assign a unique Group Code to Wise County for cards printed by FMC so that Wise County usage can be tracked when the card is used at participating pharmacies. Royalty payments and monthly reports detailing the use of the **Coast2Coast Rx** discount prescription card shall be due to Wise County on a monthly basis commencing thirty (30) days after the execution of this Agreement.
- d. FMC will distribute its **Coast2Coast Rx** Cards to participating pharmacies in Wise County and to other such governmental offices (such as libraries, health departments, etc.) designated by Wise County.
- e. FMC will create private label webpages for Wise County to link to from their county websites that will describe the **Coast2Coast Rx** Card program. Using the webpages, Wise County will have the opportunity to print a card, search for participating pharmacies and search for the price of their specific medication(s).
- f. FMC, with Wise County's approval, will promote the Rx card in all appropriate media formats, including newspaper, radio, television and internet.
- 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 HIPAA compliant. Neither FMC nor its Pharmacy Benefit Manager will solicit cardholders to use Pharmacy Benefit Manager's mail order unless directed to do so by Wise County.
- h. During the term of this Agreement, FMC grants to Wise County and Wise County accepts, a nonexclusive, nontransferable, limited and revocable license to use "**Coast2Coast Rx Discount**" to promote this program under the conditions of this Agreement. FMC shall supply Wise County with "**Coast2Coast Rx Discount**" logos and images for use in promoting this program.
4. **Indemnification.** FMC shall indemnify Wise County and hold the Wise County harmless from any loss, claim, liability or expense resulting from FMC's negligence.
5. **Relationship between Parties:** This Agreement does not constitute and shall not be construed as creating a partnership or joint venture between the two parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing contained herein shall give, or is intended to give any rights to any third person except that the indemnification of Wise County by FMC shall extend to their respective, shareholders, officers, directors, employees, agents, management, committee members, affiliates and partners
6. **No Affiliate Liability:** No affiliate of either party shall have any liability whatsoever for party's performance, nonperformance or delay in performance under this Agreement.

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

8. **Use of Wise County Name.** For the consideration to be paid by FMC under this Agreement and during the term of this Agreement, Wise County grants to FMC, and FMC accepts, a nonexclusive, nontransferable, limited and revocable license to use Wise County's name in connection with the **Coast2Coast Rx** Discount card program as described in this agreement, and specifically, but not by way of limitation, that FMC has the right to use Wise County's name on the discount card, on private label Wise County webpages, and in FMC's letter provided to participating pharmacies that educates pharmacies about the program.

9. **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.

10. **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.

11. **Execution.** This Agreement may be executed in one or more counterparts. For purposes of executing this Agreement, a document signed and transmitted by facsimile machine, copier, or scanned and emailed document is to be treated as an original document. The signature of any party thereon is to be considered as an original signature and the document transmitted is to be considered to have the same binding effect as an original signature or an original document.

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.

Wise County, Texas

Date: 7-14-14

BY




Marketing Concepts, Inc.

Financial

Date: 7/15/14

By


Edward W. Rahn
President

Schedule "A" FOR WISE COUNTY

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

1. As long as this Agreement is in full force, then every time a cardholder purchases a prescription through a participating pharmacy, and FMC receives compensation for that prescription, FMC will pay Wise County one dollar and twenty five cents (\$1.25) per paid claim on a monthly basis.

FMC Initials EWK

Wise County Initials WJ

CERTIFICATE OF INTERESTED PARTIES

FORM 1293

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Financial Marketing Concepts, Inc./Coast2Coast Rx
 Ponte Vedra Beach, FL United States

Certificate Number:
 2016-67109

Date Filed:
 06/07/2016

Date Acknowledged:
 8-15-16

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Wise County

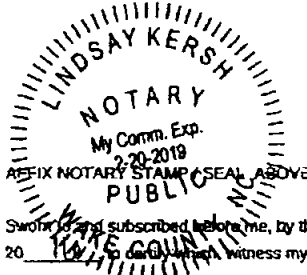
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Wise County Marketing Contract:
 free discount prescription card provided to residents of Wise County at no cost to County

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Martin Dittelbach
 Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Martin Dittelbach, this the 7th day of August 2016, to duly witness, witness my hand and seal of office.

Lindsay Kersh Lindsay Kersh notary
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath