

Coast2Coast Rx County Marketing Agreement

THIS MARKETING AGREEMENT dated this ____ day of _____, 2010, 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 County, Florida 32082, and **Collin County**, a political subdivision in the State of Texas, hereinafter "**COUNTY**" headquartered at 2300 Bloomdale Road, McKinney, Texas 75069.

WITNESSETH:

WHEREAS, **FMC** has created a discount prescription card, to-wit: the ***Coast2Coast Rx*** card, which provides discounts on prescription drugs, lab tests and imaging tests to individuals, families, and county residents at no cost, and

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

WHEREAS, **COUNTY** is desirous of providing the ***Coast2Coast Rx*** discount prescription card to its 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 **COUNTY**, and will pay **COUNTY** a Royalty for each prescription filled under its unique code that results in a paid claim as listed on Schedule "A" hereof. In addition to the discounts on prescriptions, the card also offers discounts on imaging and lab tests through an arrangement with Prepaid Lab, LLC and Prepaid Imaging, LLC.

2. **Term.** This Agreement is for a period of one year and will automatically renew for a period of another one-year term unless **COUNTY** gives **FMC** thirty (30) days written notice to terminate or unless earlier terminated by default. Royalty to **COUNTY** will continue to be paid by **FMC** as long as its residents continue to fill prescriptions under this program, as long as **FMC** receives its compensation for those prescriptions, and as long as this Agreement has not been terminated by **COUNTY** (see Schedule "A").

3. **FMC's Obligations.** **FMC** will provide to **COUNTY** the opportunity to provide its residents the free ***Coast2Coast Rx*** discount prescription card at no cost and will pay a Royalty to **COUNTY** based on the use thereof for the ***Coast 2Coast Rx*** card. The Royalty will be paid at its full rate as listed on Schedule "A" so long as **COUNTY** has not endorsed another

discount prescription card after the execution of this Agreement. In the event COUNTY does execute an agreement with another discount prescription card after the execution of this Agreement, FMC will reduce the Royalty listed in Schedule "A" to twenty-five cents (\$.25) for every prescription filled that results in a paid claim to FMC.

a. FMC will print and distribute the prescription cards for the COUNTY at FMC's sole cost.

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

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

d. FMC will create a private label website for the COUNTY to link to from its website that will describe the *Coast2Coast Rx* card program, and COUNTY residents will have the ability to print a card from such website.

e. FMC will promote the card for the COUNTY in all media formats, including newspaper, radio, and the internet through press releases and in conjunction with the COUNTY'S efforts to promote the card to its residents.

f. FMC agrees to keep all information confidential and use it only in connection with this Agreement and the purposes intended hereunder.

4. **County's Obligations:** COUNTY will provide the opportunity for its residents to receive FMC's *Coast2Coast Rx* discount prescription card and will assist FMC in promoting the card to its residents through local media. COUNTY will conduct itself in such a manner as to reflect only the highest standards of honesty, integrity and responsibility in the promotion and representation of the *Coast2Coast Rx* card.

5. **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 Collin County, Texas.

6. **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.

7. **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.

8. **Use of County Seal.** For the consideration to be paid by FMC under this Agreement, COUNTY grants to FMC, and FMC accepts, a nonexclusive, nontransferable, limited and revocable license to use the County Seal in connection with the *Coast2Coast Rx* discount prescription card program as described in this agreement, and specifically, but not by way of limitation, that FMC has the right to use the County Seal on the discount card, the private label website for the COUNTY created by FMC, and in FMC's marketing materials, including the letter to participating pharmacies and pick up locations.

9. **Attorney's Fees in Event of Litigation.** In the event either party to this Agreement fails to perform as promised herein, the other party may seek legal remedies, and the prevailing party shall be responsible for all reasonable attorney fees, court costs and other costs.

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.

Financial Marketing Concepts, Inc.

Collin County, Texas

By: _____

Edward W. Rahn

Its: President

By: _____

Its:

Schedule "A"

ROYALTY

1. **Coast2Coast Rx Card.** FMC has offered the opportunity for COUNTY to provide its residents, at no cost to County, with FMC's *Coast2Coast Rx* card, and FMC agrees to pay County a royalty as listed in (2) below.

1. **Royalty Paid to County.** Except as provided in paragraphs 2 and 3 hereof, and 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 COUNTY Fifty Cents (\$.50) per filled prescription up to 3,000 monthly filled prescriptions; from 3,001 to 5,000 filled monthly prescriptions FMC will pay COUNTY Sixty Cents (\$.60) per filled prescription; from 5,001 to 7000 filled monthly prescriptions, FMC will pay COUNTY Seventy Cents (\$.70) and FMC will pay COUNTY Seventy-Five Cents (\$.75) for 7,001+ filled monthly prescriptions. Note: Approximately twenty-two percent (22%) of the gross monthly filled prescriptions are low-cost generics that FMC doesn't receive a royalty and COUNTY will not be paid for these prescriptions.
2. In the event COUNTY 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.
3. In the event COUNTY endorses another discount prescription card after the execution of this Agreement, then the Royalty will be paid at the rate of Twenty-five cents (.25) per filled prescription that FMC has received compensation for.

Royalties will be paid in the month following the month in which the prescriptions were filled, so that prescriptions filled during January will be paid on the first week of March and will be paid the first week of every month thereafter.

FMC Initials _____

County Initials _____