

Coast2Coast Rx Card County Marketing Agreement

THIS MARKETING AGREEMENT dated this 3rd day of November, 2009, 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 San Mateo County, a political subdivision in the State of California, hereinafter "COUNTY" with its principal place of business at 2800 West Burrel Avenue, Visalia, CA 93291.

WITNESSETH:

WHEREAS, FMC has created a discount pharmacy card, to-wit: Coast2 Coast Rx Card, which provides discounts on prescription drugs to individuals, families, governmental entities, employers, members of non-profit organizations, associations, groups, financial institutions, marketing entities, business customers and insurance companies at no cost, and

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

WHEREAS, COUNTY is desirous of providing the Coast2Coast Rx discount pharmacy card to its residents at no cost to the COUNTY:

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 its residents, and will pay 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 imaging and lab tests through an arrangement with Prepaid Lab, LLC and Prepaid Imaging, LLC.

2. Term. This Agreement will automatically renew every year for another one (1) year term unless COUNTY gives FMC thirty days (30) 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 and as long as FMC receives its compensation for those prescriptions and Agreement is not terminated by COUNTY.

3. FMC's Obligations.

a. FMC will provide to COUNTY the opportunity to provide COUNTY residents its free Coast2Coast Rx discount pharmacy 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 claim paid to FMC by its pharmacy benefit manager.

b. FMC will print and distribute the pharmacy cards for the COUNTY at FMC's cost. 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 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.

d. 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.

e. 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.

f. FMC, in conjunction with the County, will promote the card in all media formats appropriate, including newspaper, radio, and the internet through press releases.

g. FMC and its pharmacy benefit manager will not use any cardholder information for any purpose and will never contact, transfer or sell cardholder information to any third party. FMC and its pharmacy benefit manager are HIPAA compliant.

4. Indemnification. FMC agrees to indemnify and hold COUNTY 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.

5. COUNTY'S Obligations:

a. COUNTY will provide the opportunity for its residents to receive FMC's Coast2Coast Rx discount pharmacy card, and COUNTY shall receive a Royalty as specifically set forth on Schedule "A" hereof.

6. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue for any proceedings shall be in San Mateo 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. 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 San Mateo County seal in connection with the Coast2Coast Rx Discount card program as described in this agreement, and specifically that FMC has the right to use the County seal on the discount card and in the letter to participating pharmacies.

9. 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.

Financial Marketing Concepts, Inc.

SAN MATEO COUNTY

By: Edward W. Rahn

By: _____

Edward W. Rahn Its: President

Its:

Schedule "A"

ROYALTY:

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

2. Royalty Paid to COUNTY. Every time a member purchases a prescription through a participating pharmacy, and FMC receives compensation for that prescription, FMC will pay COUNTY Sixty Cents (\$.60) per filled prescription ("paid claims") for 7,000 prescriptions or less per month. FMC will pay COUNTY Seventy Cents (\$.70) for all monthly claims when COUNTY exceeds 7,001 claims per month in any given month. FMC will pay COUNTY Seventy-Five Cents (\$.75) for all monthly claims when COUNTY exceeds 15,000 claims per month in any given month.

FMC Initials EUR

County Initials _____