



Corporate Client Agreement

This Corporate Client Agreement (the "Agreement") is made this day of _____ by and between, Polk County, a political subdivision of the State of Florida, a _____ (the "Client"), and FEDlogic, LLC, a Delaware limited liability company (the "Consulting Firm" or "FEDlogic") (collectively, the "Parties").

INTRODUCTION

The Consulting Firm was formulated to provide significant education to employees, their families, and their dependents, in order to help them better understand and maximize their benefits under all federal and state benefit programs. The Consulting Firm employs highly trained and experienced former federal and state benefits professionals to educate its customers.

The Social Security Administration (SSA) is not under any known directive to ensure that individuals, nor their families, are maximizing their Social Security Benefits. Instead, Social Security laws and regulations are publicly available, with the expectation that individuals can and will read highly complex and cumbersome federal laws and navigate through available benefits on their own. Individuals and their families are frequently left unaware, confused, uneducated, or simply overwhelmed as to the entitlements they may be eligible for. This is where FEDlogic's team of highly experienced, well trained, and dedicated experts can help.

In its experience, FEDlogic's services consistently result in individuals, their families, and/or their dependents voluntarily electing to transition away from their employer's current insurance coverage and to instead utilize their federal and state benefits, resulting in significant annual savings to the employer.

The Consulting Firm desires to provide such education, advice, and assistance (the "Services") to the Client, its employees, their families, and their dependents, under the terms and conditions of this Agreement;

NOW, THEREFORE, the Client and the Consulting Firm hereby agree as follows:

- (a) This Agreement shall last for a period of one (1) year, beginning December 1, 2025 and ending on November 30, 2026 (the "Term"). During the Term, the Consulting Firm shall provide unlimited Services to up to 4,850 benefit-eligible employees and part-time employees along with their families and their dependents. In exchange for its Services, Client shall pay to the Consulting Firm \$203,700 (the "Contract Amount"). The Contract Amount shall be deemed fully earned on the first day of the Term. Payment terms shall be Net 30. A five percent (5%) late fee shall be applied for each month an invoice is outstanding. There shall be a seven (7) day grace period before late fee(s) are applied. Notwithstanding the foregoing, Client shall be allowed additional remittance time as allowed by Florida statutes governing payments for counties.
- (b) This Agreement shall automatically renew each year for an additional one (1) year Term; provided, however, either the Client or Consulting Firm may terminate this Agreement upon sixty (60) days written notice prior to the expiration of the Term, or any renewal Term thereto. Future contracts are not guaranteed nor are the rates. Any changes to renewal rates and Service agreements will be circulated to the Client at least thirty (30) days before they become effective. In the event of a rate change, the Client will have until the later of 15 days following notice of such rate change, or sixty (60) days prior

to an autorenewal as provided herein.

- (c) Pursuant to FEDlogic's standard performance guarantee, a copy of which is attached as Exhibit A hereto and incorporated herein by reference, Consulting Firm shall guarantee an ROI of at least 1:1 ("Performance Guarantee"). Please refer to the attached Performance Guarantee for more details.
- (d) The Parties expressly acknowledge that FEDlogic will not persuade, convince, incentivize, nor push an individual to leave the Client's group health plan. FEDlogic will solely provide education and advocacy to all employees regarding all available federal and state benefits, including many benefits that are not tied to health coverage or the Client's group health plan. Client understands that incentivizing, convincing, or persuading any employee to leave the Client's group health plan violates federal, and in some instances state, law.
- (e) Upon the request of Client, Consulting Firm may be available for onsite or virtual assistance at benefits fairs, open enrollment fairs, or similar events. In the event the Client wishes to have a FEDlogic representative onsite or available virtually, Client shall request such appearance from FEDlogic at least 60 days prior to the event. Though participation cannot be guaranteed, Consulting Firm will use its best efforts to make a representative available accordingly. In the event travel is required for participation, Client shall reimburse Consulting Firm for all actual expenses incurred, including, but not limited to, airfare, rental car/taxi fees, and hotel accommodations. The representative's time shall be included in the Contract Amount.
- (f) In order to utilize the Services, Employees will typically do one of the following: (1) Call Consulting Firm at 877-837-4196 to either speak with an expert or schedule a call at a time convenient to them; (2) Email FEDlogic at services@fedlogicgroup.com to schedule an appointment; or (3) Submit a request at <https://support.fedlogicgroup.com/hc/en-us/requests/new>. If an employee is unable to reach an expert during normal business hours, Consulting Firm will use its best efforts to offer an appointment within 3 business days.
- (g) The Client shall provide the Consulting Firm with an up-to-date list of its employees for verification of authorized users. FEDlogic strictly prohibits the sharing of the Services outside of the Client's employees, their families, and their dependents. If the Consulting Firm reasonably determines that Client has willfully engaged in the practice of granting access to unauthorized users, the Consulting Firm may terminate this Agreement, with no refund being provided to the Client.
- (h) The Client may terminate this Agreement by giving 30 days written notice to the Consulting Firm. However, the Contract Amount shall be treated as fully earned and shall be non-refundable to the Client.
- (i) The Client may not assign its rights under this Agreement to any third party. Any attempt to assign this Agreement shall result in the immediate termination of this Agreement without any refund to the Client.
- (j) It is understood that the advice provided by the Consulting Firm is derived from personal knowledge and expertise in the field of Social Security and under no circumstances shall the Consulting Firm liable for actions performed by the Client or the employee after the advice has been rendered. Further, the Client agrees and acknowledges, and will convey to its employees, that the Consulting Firm is not a certified public accountant ("CPA") and does not provide financial or tax advice. If Client and/or its employees want such advice, it should seek the advice of a CPA. The advice given from Consulting Firm is derived from Social Security Laws and policies but has no bearing in any legal proceedings public or private where the Client or any Government Entity has active roles.
- (k) To that end, Client, or its employees, as applicable, shall provide Consulting Firm, with accurate and sufficient information for it to review the subject matter thereof, and shall promptly provide further

information that the Consulting Firm reasonably deems relevant to forming any pertinent conclusions relevant to the matter for discussion. It is expressly understood that the Consulting Firm's role is to provide independent advice and information. The Consulting Firm shall have no liability for any advice given based on erroneous information.

- (l) The parties acknowledge that in connection with Consulting Firm's Services, the Client may disclose to Consulting Firm confidential and proprietary information. Such information may take the form of, for example: data concerning financials of clients, names, dates, marriages, family health history, etc. Notwithstanding the above, the Client acknowledges and agrees that such information will not be considered confidential information for purposes of this Agreement, unless the information is disclosed to the Consulting Firm by the Client in writing and is clearly marked as confidential.
- (m) Public Records Law. If the Consulting Firm or FEDlogic meets the definition of "Contractor" in Section 119.0701(1)(a), Florida Statutes [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply: (a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws. (b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - (1) keep and maintain public records required by the County to perform the services required under this Agreement;
 - (2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIASON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

- (n) Client and Consulting Firm agrees to indemnify, defend, and hold harmless the one another, and its officers, directors, employees, agents, licensees, and assigns from and against any and all claims, liabilities, damages, costs, and expenses, including reasonable attorneys' fees and expenses incurred in connection with any claim arising out of (i) a breach or alleged breach of any warranty, representation, or obligation hereunder and/or (ii) the negligence, intentional acts or willful misconduct, of the other.
- (o) In consideration of the risks to the Consulting Firm in rendering professional Services in connection with advising Client under the Agreement, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against the Consulting Firm, which may arise out of or in connection with the services performed by Consulting Firm under this Agreement.
- (p) To protect Consulting Firm and ensure uninterrupted service, the Client agrees not to solicit, hire, or engage any current or former employees of Consulting Firm for a period of two (2) years following the termination or completion of this Agreement. This includes direct or indirect offers of employment or engagement, whether as an employee, contractor, or consultant. In the event of a breach of this provision, the Client agrees to pay Consulting Firm a liquidated damages fee equivalent to four (4) times the employee's annual salary at the time of termination. This fee is intended to compensate Consulting Firm for recruitment, training, and business disruption costs. Additional legal remedies may be pursued as applicable.
- (q) FEDlogic is not licensed to sell insurance or give financial or legal advice. FEDlogic is an educational company with the sole purpose of providing help and navigation on maximizing Social Security and Medicare benefits.
- (r) IN NO EVENT SHALL FEDLOGIC BE LIABLE TO CLIENT OR ITS EMPLOYEES FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding any provision hereof seemingly to the contrary, in no event shall FEDlogic's total liability under this Agreement exceed the total amount of the fees paid by Client to FEDlogic hereunder.
- (s) This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and writings with respect thereto.
- (t) Any dispute, claim, or controversy arising out of or relating to this Agreement, including the breach, termination, enforcement, interpretation, or validity thereof, shall be resolved exclusively through binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitration shall be conducted before a single arbitrator, selected in accordance with the AAA rules, and held in Winston-Salem, North Carolina. The decision of the arbitrator shall be

final, binding, and enforceable in any court of competent jurisdiction. Each party shall bear its own costs of arbitration, except that the prevailing party may be awarded reasonable attorneys' fees and costs at the arbitrator's discretion. Notwithstanding the foregoing, either party may seek injunctive or equitable relief in a court of competent jurisdiction as necessary to protect its rights or property pending completion of arbitration. By agreeing to this clause, the parties expressly waive their rights to a trial by jury or to participate in any class or collective action.

- (u) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of this Agreement shall remain in full force and effect, provided that in such event the Parties agree to negotiate in good faith substitute enforceable provisions which most nearly effect the Parties' intent in entering into this Agreement.
- (v) Nothing contained herein shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties. However, Consulting Firm greatly values its relationship with Client and may feature Client in its newsletter, LinkedIn page, and other external materials.
- (w) All notices, requests, consents, claims, demands, waivers and other communications hereunder ("Notice(s)") shall be in writing and addressed to each party at the addresses set forth below (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), e-mail of a PDF document (with confirmation of transmission) or certified mail (return receipt requested, postage prepaid). All e-mail notices shall be promptly followed by personal physical delivery within 24 hours following the email notice to be effective and you must make sure the blanks for addresses are fully completed.

IF TO CLIENT

IF TO CONSULTING FIRM

Polk County,

a political subdivision of the State of Florida

FEDlogic, LLC

210 South Cherry St., Suite 100
Winston-Salem, NC 27101

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates shown below.

FEDlogic, LLC ("CONSULTING FIRM")

Signature:

Printed Name:

Title:

Date:

Polk County, a political subdivision of the State of Florida ("CLIENT")

Signature:

Printed Name:

Title:

Date:

Exhibit A
Performance Guarantee

Client acknowledges and agrees that Consulting Firm offers impartial and comprehensive education and advocacy regarding federal and state benefits that are available. The Services extend to all employees, their child dependents, and household members, regardless of age, race, gender, medical condition, geographical location, or other criteria. Client further acknowledges that the Contract Amount is a fixed fee and is not dependent on financial outcomes.

Consulting Firm and Client acknowledge that the transition of an employee or dependent from the Client's employer group health plan results in financial savings. Consulting Firm does not have access to claims information and does not project medical or Rx spend. To gain a deeper understanding of medical and prescription drug costs across the United States, FEDlogic has employed the services of a third-party actuarial firm. The actuarial analysis reveals that an average savings of \$26,400 per transition occurs when an individual moves away from an employer group health plan, or in the case of an "opt-out" has the employer group health plan available and elects other coverage. A complete copy of the above-referenced actuarial analysis is available upon request or may be downloaded from FEDlogic's website.

A transition is defined as an individual currently on the Client's employer group health plan who voluntarily elects to leave the employer group health plan, during or after consultation with a FEDlogic expert. Similarly, an opt-out is defined as an individual that has access to the Client's employer group health plan who voluntarily elects to refrain from enrolling in the employer group health plan, during or after consultation with a FEDlogic expert.

FEDlogic offers a performance guarantee that aims to ensure that Client realizes a minimum 1:1 return on investment (ROI) by saving more than FEDlogic's fee during the first year. In calculating the ROI, FEDlogic employs an average savings of \$26,400 per transition. For instance, assuming a fee of \$50,000 in the first year, the presumption is that 2 transitions will meet the minimum ROI since 2 transitions at \$26,400 per transition would result in an expected savings of \$52,800. In the event that FEDlogic's cost in the Initial Term the estimated savings using the above formula, Consulting Firm will continue providing Services at no cost to the Client until the earlier of 24 months following the end of the Initial Term or at such as the Client has achieved a 1:1 ROI. Once the Client has achieved an ROI of at least 1:1, Client will have 30 days (at no additional cost) to determine whether they would like to renew or discontinue Services.

In order to qualify for the performance guarantee, Client agrees to reasonably work with FEDlogic to facilitate engagement. At a minimum, in order to qualify for the performance guarantee, the client must do each of the following: (1) return all implementation and kickoff forms to FEDlogic's client services team, fully and accurately completed, within a close proximity to implementation; (2) for Clients with an FTE count above 4,000, appoint an executive sponsor that was involved in the contract and approval process that will be available twice annually to discuss performance and key metrics; (3) send at least one digital communication to its employees semi-annually regarding FEDlogic (draft communication may be provided by your client services representative); (4) to include FEDlogic's materials in generic informational packages such as new hire packets, COBRA packets, and retiree packets (as applicable); and (5) to include Consulting Firm's materials in benefit guides and benefit portals.

Consulting Firm recognizes that the aforementioned formula represents an average and, as such, is not applicable to individual transitions. It is expected that some transitions will result in projected savings significantly lower or higher than \$26,400. In the event that Client perceives that the minimum return on investment (ROI) has not been achieved, they may undertake a comprehensive analysis utilizing the following framework. Each transition or opt out shall be assigned a projected medical and prescription spend that would reasonably have been incurred if the individual had remained or enrolled in the Client's employer group health plan. This projection will take into account prior medical treatment and diagnosis, billing codes, geographic location, inpatient stays in the last six (6) months, and present infusion therapy, and will be calculated based on the expected spend for the 12-month period following the transition date. At Client's discretion, the total projected savings from all transitions and opt outs can be used to determine whether the ROI threshold has been met. FEDlogic will review all materials submitted by Client that detail the projected ROI and—if the analysis is deemed to be adequately supported and consistent with actuarial standards—will continue providing Services at no cost under the terms of

this Performance Guarantee. Upon receipt of Client's materials, FEDlogic will provide a response and determination within thirty (30) days. During this period, Client will have the option to continue Service during this time or pause Services. If Services are continued, Client shall continue to pay, under the terms of the Agreement, for the duration of the process. If a determination is made that the Client has not in fact met ROI, the Client will then receive Services at no cost under the terms of this Guarantee until they have received an ROI of at least 1:1, incorporating the additional fees.

Lastly, if the Client disagrees with the Consulting Firm's decision after submitting an adequately supported analysis, the Parties agree to submit the dispute to binding arbitration in accordance with the Agreement.