

BuckCard Voluntary Agreement—Sponsor Contributions

This Agreement is by and between BenefitStream, LLC DBA “BuckCard” and the “Program Sponsor”

1. Definitions

Members: Individuals who are offered to participate in one or more BuckCard benefits.

Participants: A Member who decides to participate in one or more BuckCard benefits.

Benefits: One or more programs or services offered to Members or provided to Participants

Contribution: An amount added to the each Benefit price, which is remitted to the Program Sponsor

2. Duties of Program Sponsor:

a. Assist BuckCard in promoting BuckCard Benefits to its Members.

b. Provide descriptive and promotional materials to Members, which may be provided by BuckCard.

c. Deliver email promotions provided by BuckCard to employee’s personal email, or provide email addresses to BuckCard to administer email promotions

d. Place appropriate promotional links provided by BuckCard on its website(s) accessible by Members.

e. Grant a License of the Program Sponsor name and logo to BuckCard solely for the use in promoting BuckCard benefits to Members.

f. If selected, provide Member information, including name and email address, in an electronic format specified by BuckCard prior to the initial Benefit offering and subsequently, on a monthly basis, by the 25th of the month prior to the month membership reflects

g. If applicable, enroll individuals in benefits offered by BuckCard and provide enrollment data to BuckCard, including new enrollment, changes and terminations, in an electronic format specified by BuckCard, by the 25th of the prior month.

h. If applicable, remit any administrative fees and/or Benefit payments due as invoiced by BuckCard for the current month, no later than the 15th of such month.

3. Duties of BuckCard:

a. Provide descriptive and promotional materials to Program Sponsor for distribution to Members

b. If selected, provide use of the BuckCard enrollment system for Members to enroll

c. Provide a portion of the revenue to Program Sponsor

d. If using the BuckCard online enrollment system, provide periodic monthly enrollment information

4. Limit of Liability and Hold Harmless

a. Program Sponsor acknowledges that BuckCard is a retailer of Benefits provided by third-parties and that such Benefits are provided strictly on “as is” basis.

b. BuckCard makes no warranties, expressed or implied, relating to the performance or suitability of any Benefit to any Participant. Program Sponsor agrees that BuckCard has no liability of any kind for any loss, costs, indirect, punitive, or similar damages resulting from any and all Member’s use of disuse of any Benefit provided.

c. Both parties agree to indemnify and hold the other harmless from any and all claims, demands, penalties, suits, or actions and from any and all losses, costs, and expenses in connection with, arising out of, or resulting from a default in performance or negligent performance, by Program Sponsor or BuckCard, or either Party’s directors, officers, employees, or agents.

d. Both parties agree to comply with all laws and regulations imposed by applicable regulatory and governmental authorities, and will promptly notify the other party of any complaints, lawsuits, orders, administrative proceedings, licensure matters, and other inquiries received from such authorities.

5. Term and Termination:

a. This Agreement will remain in effect for three years from the date indicated in Attachment A

b. This Agreement can be terminated for Cause within 30 days. “Cause” is defined as:

i. The willful breach of any duties specified in this Agreement by either party, if such breach is not corrected within 15 days of written notification by the other party of such breach,

ii. The cessation of operation of either party, due to bankruptcy, insolvency, dissolution, action of law, or other reason.

iii. Mutual agreement of both parties.

c. The Agreement will automatically renew for subsequent periods of three years, unless either party requests the agreement to be non-renewed, in writing to the other party, at least 60-days prior to such anniversary.

6. Miscellaneous:

a. Any payment due by one party to the other, if not paid the date as specified in this Agreement, shall bear interest in the amount of 8% per annum, until such amount, including accrued interest, has been paid in full.

b. This Agreement, including Attachment A, is the entire agreement between the parties.

c. No amendment of this Agreement shall be valid unless in writing, signed by both parties.

d. This Agreement shall be construed in accordance with the laws of the state of Georgia. Any disputes involving this Agreement shall be resolved by binding arbitration under the rules of the American Arbitration Association with all proceedings to be held in Jasper, Georgia.

EFFECTIVE AGREEMENT: Program Sponsor acknowledges reading this Agreement and agrees that it is the complete and exclusive statement of the agreement between the Parties, and supersedes all prior proposals and understandings, oral or written, relating to the subject matter of this License Agreement.

ACCEPTED:

COMPANY –

BenefitStream, LLC DBA BuckCard
102 Split Rail Trail

STREET ADDRESS

STREET ADDRESS
Jasper, GA 30143

CITY, STATE, ZIP

CITY, STATE, ZIP
Steve Schultz

PRINTED NAME

PRINTED NAME
President

TITLE

TITLE

SIGNATURE

SIGNATURE
6/10/2011

DATE

DATE

Attachment A Contributions to Sponsor

This Attachment is part of the Agreement between Program Sponsor and BuckCard.

Effective Date (the date Benefits should be made available to Members) _____

Benefits Offered: (Only checked benefits will be offered to Members)

PROGRAMS OFFERED	
Benefit/Package	Standard Monthly Price
<input type="checkbox"/> Discount Health Care Package	\$16.95
<input type="checkbox"/> Basic Health Care Package	\$14.95
<input type="checkbox"/> Family Fun Pack	\$11.95
<input type="checkbox"/> Legal & Financial Security Package	\$16.95
<input type="checkbox"/> Most Popular Benefits 1 Package	\$16.50
<input type="checkbox"/> Most Popular Benefits 2 Package	\$12.95
<input type="checkbox"/> 1-800MD	\$9.95
<input type="checkbox"/> Aetna Dental Access®	\$4.95

Enrollment method:

(Check one or both. An *employer* may use an existing system or process for employees to enroll and the BuckCard system for others paying by credit card or bank draft. Program Sponsor must provide any enrollment in the file format provided by BuckCard).

BuckCard Provided Online Enrollment Program Sponsor-Provided Materials or Electronic System

Participant Payment options: (check one or both)

Payroll deduction (\$25 monthly fee paid by Program Sponsor) Credit card/bank draft

Payment by Program Sponsor to BuckCard of fees and any collected benefit fees: (check one)

Check Bank Draft Automatic Bank Draft Automatic Credit Card

Monthly Payment by BuckCard to Program Sponsor (pending until accrued contributions \$250.00 or greater)

Check Bank Draft

Sender of Email Promotions

BuckCard
 Program Sponsor

Frequency of Email Promotion

Monthly Bi-Weekly Twice Weekly Daily Other _____

BuckCard Initials _____

Program Sponsor Initials _____