



Onboarding and Implementation Steps

Client:

- **Complete the Questionnaire**

[Click Here](#)

FEDlogic is collecting this information for internal use only; this information will be kept confidential. For more information please review our Privacy Policy on our [website](#).

FEDlogic:

- Calendar link provided to client to schedule virtual kickoff call for HR team
 - All HR staff should attend
 - Any people managers are encouraged to attend
- FEDlogic to create custom marketing materials
 - FEDlogic sends marketing material to client for approval

Client + FEDlogic

- Virtual Kickoff Call / Go-Live
 - FEDlogic presents marketing strategy and promotional material
 - The story and mission of FEDlogic
 - Engagement and marketing strategies tailored to the group
 - Engagement tools - Gain access + overview



Standard Terms and Conditions

By agreeing to enroll in FEDlogic, you—as Member referenced here—agree and consent to the following terms and conditions. Consent to the following terms and conditions is presumed. If you do not consent to the following terms and conditions, please immediately notify FEDlogic, jointly.

For so long as Benecon and Member have a contractual relationship in which Benecon has specifically listed Member therein, the Consulting Firm shall provide unlimited Services to up to all of Member's benefit eligible employees and part-time employees along with their families and their dependents. If the Member were to terminate its relationship with Benecon at any time within 12 months of implementing FEDlogic, Member shall contract directly with FEDlogic for the remainder of said 12 month period at the then prevailing rate as published by FEDlogic. Services will be provided on an unlimited basis. 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 fedlogicgroup.com. 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.

The Member 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 Member's employees, their families, and their dependents. If the Consulting Firm reasonably determines that Member 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 Members

Upon the request of the Member, Consulting Firm may be available for onsite or virtual assistance at benefits fairs, open enrollment fairs, or similar events. In the event the Member wishes to have a FEDlogic representative onsite or available virtually, Member 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, Member 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.

The Member 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 Member.

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 be liable for actions performed by the Member or the employee after the advice has been rendered. Further, the Member 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 Member 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 Member or any Government Entity have active roles.

To that end, the Member shall provide the Consulting Firm with accurate and sufficient contact information for its employees. All other information required for the Consulting Firm's review or analysis shall be obtained directly from the employee. The Consulting Firm may request additional information from the employee as it reasonably deems relevant to form conclusions on the matter under discussion. It is expressly understood that the Consulting Firm's role is to provide independent advice and information.

The parties acknowledge that in connection with the Consulting Firm's services, the Member may provide the Consulting Firm with contact information for its employees. All other confidential or proprietary information, including but not limited to financial data, names, dates, marriages, and family health history, shall be disclosed, if at all, directly by the employee to the Consulting Firm. Notwithstanding the above, the Member agrees that contact information provided shall not be considered confidential unless clearly marked as such in writing at the time of disclosure.

Member agrees to indemnify, defend, and hold harmless the Consulting Firm, 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 Member. Consulting Firm agrees to indemnify, defend, and hold harmless the Member, 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 Consulting Firm.

Member agrees to indemnify, defend, and hold harmless Benecon, 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 Member.

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.

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.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of the Commonwealth of Pennsylvania. Any litigation arising out of or relating to this Agreement shall be filed in Lancaster County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania, which shall have exclusive jurisdiction.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce this Agreement, the prevailing party in any litigation shall be entitled to recover all of its reasonable litigation costs and expenses including expert fees, management time, and attorney fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

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.

Nothing contained herein will 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, only upon prior consent of Member.

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.

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 CONSULTING FIRM

FEDlogic, LLC
210 S Cherry St., Suite 100
Winston-Salem, NC 27101

Exhibit A Performance Guarantee

Member 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. Member further acknowledges that the Contract Amount is a fixed fee and is not dependent on financial outcomes.

Consulting Firm and Member acknowledge that the transition of an employee or dependent from the Member'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 participating 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 each Member realizes a minimum 1:1 return on investment (ROI) by saving more than FEDlogic's fee during the Term. 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, the Consulting Firm will continue providing Services at no cost to the Member until the earlier of 24 months following the end of the Initial Term or at such as the employer member of the Member has achieved a 1:1 ROI. Once the employer member has achieved an ROI of at least 1:1, Member will have 30 days (at no additional cost) to determine whether they would like to renew or discontinue Services.

For employer members with an average FTE count over 200, the ROI guarantee will apply each year (12 months). For employer members with an FTE count of up to an average of 199, the ROI guarantee will apply every three (3) years.

In order to qualify for the performance guarantee, Member agrees to reasonably work with FEDlogic to facilitate engagement. At a minimum, in order to qualify for the performance guarantee, Member 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) 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 Member 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 Member'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 Member'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 Member 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 Member's materials, FEDlogic will provide a response and determination within thirty (30) days. During this period, Member will have the option to continue Service during this time or pause Services. If Services are continued, Member shall continue to pay, under the terms of the Agreement, for the duration of the process. If a determination is made that the Member has not in fact met ROI, the Member 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.