

Client Service Retainer Agreement

This Agreement is made this 3rd day of November, 2016, between, **VILLAGE OF TINLEY PARK** of 16250 S. Oak Park Ave, Tinley Park, IL 60477 hereinafter referred to as "**CLIENT**", and The Horton Group of 10320 Orland Parkway, Orland Park, IL., 60467 hereinafter referred to as "The Horton Group".

WHEREAS, The Horton Group, together with its affiliated entities (its "Affiliates"), operates insurance agencies and related businesses which procure numerous lines and types of insurance products and provide various related services to accounts located throughout the areas of the United States in which The Horton Group and such Affiliates may operate, from time to time; and

WHEREAS, **CLIENT** desires to engage The Horton Group to provide certain benefit services in exchange for the fees as outlined in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:


1. The term of this Agreement shall commence as of **January 4, 2017**, and shall remain in effect until December 31, 2017. THE TERM OF THIS AGREEMENT SHALL THEREAFTER BE AUTOMATICALLY RENEWED FOR SUCCESSIVE ONE-YEAR PERIODS UNLESS TERMINATED BY EITHER CLIENT OR THE HORTON GROUP BY GIVING WRITTEN NOTICE OF TERMINATION AT LEAST 30 DAYS IN ADVANCE OF THE RENEWAL DATE.
2. Complete fee structure by service category is **illustrated in the attached Fee-Based Pricing Proposal. The fee is guaranteed for the first year of the contract period, and is subject to annual increases upon mutual agreement between the parties.**
3. The Horton Group may receive additional compensation from the vendors, in the forms of, including but not limited to, contingent commission or bonus commission. Upon request, The Horton Group is pleased to disclose all compensation amounts as well as any other contingent or similar agreements that may be in place.
4. The Service Retainer shall be compensation for the services **illustrated in the attached Fee-Based Pricing Proposal.**
5. It is understood that this Service Retainer Agreement is open to review at any time by either party. It is also understood that in the event The Horton Group's retention is terminated by **Client after Client pays Horton the fees due under this Agreement**, all fees paid by Client through the date of termination, as outlined in the Agreement, are fully earned and shall be non-refundable.

Rewards Turn-Off for a Client Default: In the event The Horton Group invoice is unpaid by the end of the current month in which payment is due, (a "Client Default") The Horton Group shall notify **CLIENT** in writing of such Default. If the **CLIENT** default has not been cured within ten (10) business days following month end, The Horton Group shall block the ability of **CLIENT's** The Horton Group members to redeem rewards, and the ability to redeem rewards will remain off until The Horton Group is notified that the Client Default has been cured to The Horton Group's satisfaction.


Program Suspension for an Uncured Client Default: In the event **CLIENT** is in default by the end of the second month following the date that payment is due (an "Uncured Client Default"), within two (2) business days following month end (A) The Horton Group shall block the ability for **CLIENT's** The Horton Group members to access their personal internet pages maintained on the Virgin Pulse internet website and block the ability for **CLIENT's** The Horton Group members otherwise to participate in the Virgin Pulse Program, (B) **CLIENT's** The Horton Group members will no longer participate or have a right to participate in the Virgin Pulse Program, and (C) all rewards earned but not redeemed by **CLIENT's** The Horton Group members shall be forfeited, and The Horton Group shall not have any further obligation to **CLIENT** and **CLIENT's** The Horton Group members with respect to such rewards.

- 6. The Service Retainer Agreement covers only those specifically listed services in the attached Fee-Based Pricing Proposal. Fees for additional services requested or required by **CLIENT** shall be separately negotiated.

VILLAGE OF TINLEY PARK

By: 
Name: Steve Tilton
Its: Assistant Village Manager
Date: 12/1/16

THE HORTON GROUP

By: 
Name: Kenneth Olson
Its: Division President
Date: 11/03/2016

The Horton Group is an Equal Employment Opportunity Employer

VILLAGE OF TINLEY PARK -Fee-Based Pricing Proposal

Our service charges are as follows:

<p>Core services (The Horton Group)</p>	<p>Virgin Pulse Program</p>
<p>Virgin Pulse program eligibility upload and participation management; preparation of emails for new activations and program "challenges"; participation, activity, and rewards reporting at least quarterly; assistance in communication and roll-out; ongoing customer service and support as needed.</p>	<p>Annual Program Subscription Fee: A minimum annual fee of \$5,700 per year for up to 100 eligible members. If over 100 eligible, employer will be prorated at the equivalent of \$4 per additional eligible per month.</p> <p>Pedometer Fee:</p> <p>Client will supply own tracking devices through bulk purchase with Virgin. Employee may choose to be charged for all subsequent purchases through VP store. Client retains all liability for any and all local or state sales or use taxes.</p> <p>A quarterly reconciliation will be performed for each The Horton Group client to account for any additional eligible employees who have been added above the original eligible population. A prorated fee will be charged for those new eligible employees.</p> <p>Employer can add and term members from the platform once a month after receiving adds and terms file.</p> <p>All Reward Prizes and Challenge Prizes funded by client.</p>
<p>Optional Services</p>	<p>Wireless HealthZone Kiosk: \$899 plus shipping</p> <p>On Site Launch Assistance: \$1,000 plus travel expenses</p> <p>Champion Bags: \$25.00</p> <p>Bonus HealthMile Vouchers: .05 Per Voucher, minimum order of 1000.</p> <p>Promotional Virgin Pulse Items: Selection and Pricing Varies. Contact Horton for details.</p> <p>Client retains all liability for any and all local or state sales or use taxes.</p>
<p>\$500 Health Cash Rewards Quarterly Program</p> <p>Program Game Reset: 1/1/2018</p>	<p>All Reward Prizes and Challenge Prizes funded by client</p> <p>\$500 annual maximum Amounts earned at each level \$25/\$125/\$175/\$175 5000/15000/25000/40000 points per level</p>
<p>Billing Detail</p>	<p>For each year, Client shall pay The Horton Group the Annual Fee by the twentieth (20th) day of the first month in which services are provided, billed on a quarterly basis.</p> <p>Client will be billed monthly for HealthCash rewards earned by Client's members during preceding month. Any device funding provided by the employer for their members will also be billed if applicable.</p>
<p>Eligibility File Requirements</p>	<p>Client shall provide The Horton Group with an initial eligibility file in a format acceptable to Virgin Pulse, Inc., which file shall include for each Member, the Member's last name, first name, date of birth, gender, unique identifier, e-mail address, where available, and such other information as agreed to by the Parties no less than fifteen (15) days prior to the scheduled launch date for the new Customers. Thereafter at least monthly, The Horton Group shall provide Virgin Pulse, Inc. with eligibility file updates for each Customer, noting incremental Member additions, terminations and changes based on notification from the Customer.</p>