



ANALYTICS ENGAGEMENT AGREEMENT

Analytics and Compliance Support Services

CONFIDENTIAL

This Agreement is entered into as of the date last signed below (the "Effective Date") by and between:

SERVICE PROVIDER	CLIENT
Glass River Analytics, LLC	[CLIENT LEGAL ENTITY NAME]
A Michigan Limited Liability Company	[State] [Entity Type]
hello@glassriveranalytics.com	[Primary Contact Name and Email]

Glass River Analytics, LLC and Client are each referred to individually as a "Party" and collectively as the "Parties."

1. DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below:

"Analytical Report" means the written PDF report delivered by Glass River Analytics pursuant to this Agreement, containing the findings of the Engagement.

"Confidential Information" means any non-public information disclosed by one Party to the other in connection with this Agreement, including but not limited to Client Data, Glass River Analytics' proprietary methodology, pricing, business plans, and trade secrets.

"Client Data" means the pharmacy benefit billing records, plan formulary documents, PBM contract terms, and any other information provided by Client to Glass River Analytics to perform the Engagement.

"Engagement" means the scope of analytical services described in Section 2 of this Agreement.

"Engagement Fee" means the total fee payable by Client as set forth in Exhibit A.

"Glass River Analytics IP" means all intellectual property, methodologies, frameworks, algorithms, software, tools, templates, processes, know-how, and trade secrets owned by or licensed to Glass River Analytics prior to the Effective Date or developed by Glass River Analytics independently of this Agreement, including but not limited to all frameworks, templates, and processes used to perform the Engagement.

"NADAC" means the National Average Drug Acquisition Cost database published by the Centers for Medicare and Medicaid Services (CMS), used as a pricing benchmark in the Engagement.

"PBM" means the pharmacy benefit manager administering Client's prescription drug benefit plan.

"Work Product" means the Analytical Report and any other deliverables specifically created by Glass River Analytics for Client in the course of performing the Engagement, excluding Glass River Analytics IP.

2. SCOPE OF SERVICES

2.1 Service Tier Selection

Client selects one or more Service Tiers below. The selected tier(s) define the scope of the Engagement and the applicable fee. Each tier may be engaged independently or in combination. Exhibit A confirms the selected tier(s) and the corresponding Engagement Fee.

- ☐ Tier 1: ERISA Health Plan Reporting Compliance Support Package (fee as set forth in Exhibit A)
- ☐ Tier 2: PBM Cost and Disclosure Review (fee as set forth in Exhibit A)
- ☐ Tier 3: Full Assisted Audit and Litigation Support (fee as set forth in Exhibit A)

2.2 Tier 1: ERISA Health Plan Reporting Compliance Support Package

Available to all ERISA group health plan sponsors regardless of funding type. Tier 1 is an annual subscription service. Access to the Tier 1 portal is subject to Glass River Analytics' Platform Terms of Use, which are incorporated herein by reference and provided to Client upon activation. Client agrees to the Platform Terms of Use upon activation of the Tier 1 subscription. Tier 1 automatically renews on an annual basis as set forth in Section 10.1. Deliverables include:

- Filing tracking and stored evidence: gag-clause attestation (annual CMS deadline), RxDC reporting verification, and Form 5500 where applicable.
- Broker and consultant compensation disclosure capture and reasonableness review memo (CAA 2021 Section 202 / Form 5500 Schedule A).
- Compliance governance template document generator: committee charter, fiduciary appointments, conflict-of-interest forms, and retention policy, as directed by Client counsel.
- Profile-scoped self-assessment drawn from GRA's 44-control framework, as directed by Client counsel.

RxDC Reporting Verification Scope: Glass River Analytics will verify that required data elements are present in Client's RxDC submission and that reported drug spend figures are consistent with Client Data provided to GRA. Glass River Analytics does not certify the accuracy of underlying PBM-reported figures and does not undertake to confirm whether a submission is complete in all respects. Any determination of compliance or violation should be made under the direction of qualified ERISA counsel.

2.3 Tier 2: PBM Cost and Disclosure Review

Available to self-insured and level-funded plan sponsors bearing pharmacy claims risk. Deliverables include:

- Independent spread and acquisition-cost benchmark against three public references: NADAC (CMS, published weekly), Medicare Part D spending data, and Mark Cuban Cost Plus pricing.
- PBM contract clause check against CAA 2026 requirements and applicable 408(b)(2) compensation disclosures: spread pricing disclosure, rebate pass-through readiness, and covered service provider designation.
- Executive summary of key findings ready for HR or C-suite presentation.

2.4 Tier 3: Full Assisted Audit and Litigation Support

Available to higher-exposure self-funded plans, plans in active PBM negotiation, and plan sponsors requiring documentation to support PBM plan governance activities. Deliverables include:

- Rebate pass-through reconciliation.
- PBM contract redline and negotiation support based upon industry practices and statutory requirements, as directed by Client counsel.
- Full 44-control GRA-performed audit (not self-assessed), as directed by Client counsel.
- Findings summarized in a format suitable for attorney review, fiduciary committee presentation, or damages analysis, as directed by Client counsel.

2.5 Deliverables

Glass River Analytics will deliver an Analytical Report in PDF format for each selected tier. Underlying data files, working spreadsheets, or supporting exhibits are not included as standard deliverables and remain the property of Glass River Analytics. In the event Client requires supporting data files for active litigation or regulatory proceedings, Glass River Analytics may, at its sole discretion and upon separate written agreement, provide such materials at an additional fee.

2.6 One Revision Round

Each Engagement includes one (1) round of revisions to the draft Analytical Report at no additional charge. Client must submit all revision requests in writing within ten (10) business days of receiving the draft. Revisions are limited to corrections of factual errors, clarifications of methodology, or updates based on additional Client Data provided within the revision window. Additional revision rounds are billed at Glass River Analytics' then-current hourly rate.

2.7 Timeline

For Tier 2 and Tier 3 engagements, Glass River Analytics will deliver the draft Analytical Report within fourteen (14) to twenty-one (21) calendar days of receiving complete Client Data. Tier 1 deliverables are generated on a subscription basis upon completion of Client's profile intake. Timelines may be extended if Client Data is incomplete or requires clarification.

2.8 Out-of-Scope Services

Any services, analysis, or deliverables not expressly described in the selected Service Tier(s) are out of scope. If Client requests additional services, Glass River Analytics will provide a written estimate of the additional fees and timeline. Out-of-scope work will not commence until Client provides written approval of the estimate.

3. CLIENT OBLIGATIONS

3.1 Required Data

To enable Glass River Analytics to perform the Engagement, Client agrees to provide the applicable data items below within ten (10) business days of the Effective Date. Required items vary by selected Service Tier.

- Tier 1: Completed GRA plan profile intake form (funding type, plan size, vendor chain, states covered). No claims data required.
- Tier 2 and Tier 3: Complete dispensed drug list for the plan year. Core fields required include: drug name; NDC; dosage form; quantity dispensed; days supply; fill date; paid date; pharmacy name and identifier; ingredient cost; dispensing fee; member cost share; plan paid amount; total allowed amount; mail order or specialty indicator; formulary tier; generic or brand indicator; and claim status. Rebate fields should be included where available. Glass River Analytics will provide a data intake template upon engagement.
- Tier 2 and Tier 3: A copy of Client's current PBM contract, or the relevant pricing schedules and rebate pass-through terms, to the extent permitted by applicable confidentiality provisions.
- Tier 2 and Tier 3: Client's current plan formulary document.
- Tier 3 (if applicable): Any additional claims, rebate reconciliation, or litigation-related data reasonably requested by Glass River Analytics in writing.

3.2 Accuracy of Data

Client represents and warrants that all Client Data provided to Glass River Analytics is accurate, complete, and current to the best of Client's knowledge. Glass River Analytics' findings are based entirely on Client-provided data and publicly available information. Glass River Analytics has no obligation to verify the accuracy of Client Data independently and shall bear no liability for findings that are inaccurate as a result of incomplete, erroneous, or untimely Client Data.

3.3 Authorized Representative

Client represents that the individual executing this Agreement has the authority to bind Client and to authorize the disclosure of Client Data to Glass River Analytics.

3.4 Protected Health Information and HIPAA

Client shall not provide Glass River Analytics with protected health information ("PHI") as defined under HIPAA unless the Parties have first executed a Business Associate Agreement ("BAA"). Client is responsible for ensuring that any data provided is de-identified in accordance with HIPAA's Safe Harbor or Expert Determination standards, or that a BAA is in place prior to transmission. Glass River Analytics is not a Covered Entity under HIPAA and does not accept PHI absent a duly executed BAA.

4. FEES AND PAYMENT

4.1 Engagement Fee

The total Engagement Fee for the services described in Section 2 is as set forth in Exhibit A. The Engagement Fee is confirmed in writing by Glass River Analytics prior to execution of this Agreement and will fall within the ranges set forth in Exhibit A depending on the selected Service Tier(s) and plan size.

4.2 Payment Schedule

Tier 1: The annual Engagement Fee is invoiced upon execution and due within thirty (30) days. For renewal years, the fee is invoiced thirty (30) days prior to the renewal date. The annual fee is non-refundable.

Tier 2 and Tier 3: 50% of the Engagement Fee ("Commencement Payment") is due upon execution. Work will not begin until the Commencement Payment is received. The remaining 50% ("Completion Payment") is invoiced upon delivery of the draft Analytical Report and is due within thirty (30) days.

4.3 Payment Method and Late Fees

Glass River Analytics accepts payment via ACH transfer, check, or other method agreed upon in writing. Invoices not paid within fifteen (15) days of the due date will accrue interest at 1.5% per month until paid in full. Glass River Analytics reserves the right to suspend all work until all overdue amounts are paid.

4.4 Non-Refundable

The Commencement Payment is non-refundable once Glass River Analytics has commenced review of Client Data. If Client terminates after commencement but before delivery of the draft Analytical Report, the Commencement Payment will be retained as compensation for work performed.

4.5 Returning Client Discount

Clients who execute a subsequent engagement within twelve (12) months of the Effective Date may be eligible for a discount on the Engagement Fee for that subsequent engagement. Any applicable discount will be confirmed in the Exhibit A for the subsequent engagement. Discounts apply to project-based engagements only and do not apply to Tier 1 subscription renewals unless expressly stated in writing.

5. MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE

5.1 Obligations of Glass River Analytics

Glass River Analytics agrees to: (a) hold all Client Data and Client Confidential Information in strict confidence; (b) use Client Data solely for the purpose of performing the Engagement; (c) not sell, license, share, publish, or otherwise disclose Client Data to any third party without Client's prior written consent; and (d) implement reasonable safeguards to protect Client Data from unauthorized disclosure.

5.2 Obligations of Client

Client agrees to: (a) hold Glass River Analytics' Confidential Information in strict confidence using at least the same degree of care Client uses to protect its own confidential information, but in no event less than reasonable care; (b) not reproduce, distribute, or disclose the Analytical Report or Glass River Analytics' methodology to any third party other than Client's legal counsel, auditors, or plan fiduciaries with a need to know; (c) not use the Analytical Report or any Confidential Information to develop or assist any third party in developing competing analytical services; and (d) promptly notify Glass River Analytics of any unauthorized disclosure of Glass River Analytics' Confidential Information.

5.3 Exceptions

Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no breach of this Agreement; (b) was already known to the receiving Party at the time of disclosure; (c) is independently developed by the receiving Party without reference to Confidential Information; or (d) is required to be disclosed by applicable law or court order, provided the disclosing Party gives prompt written notice to allow an opportunity to seek protective relief.

5.4 Survival

Confidentiality obligations in this Section 5 survive termination for five (5) years. Obligations relating to trade secrets survive for so long as the information remains a trade secret under applicable law.

5.5 Use of Engagement Data and Client Reference

Unless Client elects Full Non-Disclosure under Section 5.6, Glass River Analytics may use de-identified, aggregated, or anonymized information from the Engagement for internal quality improvement, methodology development, benchmarking, and external marketing purposes, including case studies and capability demonstrations. No Client Data will be disclosed in a form that identifies Client or any individual plan member without Client's prior written consent.

With Client's prior written consent, Glass River Analytics may identify Client by name as a reference engagement in its marketing materials and partner presentations. Client may grant or revoke this consent at any time upon written notice, with effect within thirty (30) days of receipt.

Glass River Analytics shall own all right, title, and interest in and to any aggregated, anonymized, or de-identified data, analyses, insights, models, or other work product derived from the Engagement that does not identify Client or any individual plan member.

5.6 Full Non-Disclosure Election

Client may elect Full Non-Disclosure by checking the designated box in Exhibit A. Under a Full Non-Disclosure election: (a) Glass River Analytics will not use any information derived from the Engagement, in any form, for marketing, case studies, or external communications; and (b) Glass River Analytics will not identify Client by name or description in any public or partner-facing communication. These restrictions survive termination for five (5) years. A Full Non-Disclosure election may result in an additional fee as set forth in Exhibit A.

Notwithstanding the foregoing, even under a Full Non-Disclosure election, Glass River Analytics retains the right to use de-identified, aggregated, or anonymized information for internal purposes only, and to retain internal work records as required by applicable law.

6. INTELLECTUAL PROPERTY

6.1 Ownership of Glass River Analytics IP

Glass River Analytics retains all right, title, and interest in and to Glass River Analytics IP, including its proprietary analytical methodology, frameworks, algorithms, scoring models, benchmarking databases, templates, software tools, and processes. Nothing in this Agreement shall be construed to transfer or convey to Client any ownership interest in the Glass River Analytics IP. To the extent any Glass River Analytics IP is incorporated into the Work Product, Glass River Analytics grants Client a non-exclusive, non-transferable license to use such Glass River Analytics IP solely as necessary for Client's permitted use of the Work Product under Section 6.3. This license terminates automatically upon any material breach of this Agreement by Client.

6.2 Ownership of Work Product

Glass River Analytics shall own all right, title, and interest in and to the Work Product, including all intellectual property rights therein. The Work Product is not a "work made for hire," and no assignment of rights in the Work Product to Client is made or intended under this Agreement.

6.3 Analytical Report License

Upon receipt of full payment of the Engagement Fee, Glass River Analytics grants Client a non-exclusive, non-transferable, non-sublicensable license to use the Work Product solely for Client's internal business purposes, including plan administration, contract renegotiation, fiduciary documentation, and presentation to Client's legal counsel, benefits consultants, and plan fiduciaries. Client may not publish, distribute, commercialize, reverse-engineer, or create derivative works from the Work Product. This license is perpetual, subject to Client's compliance with the terms of this Agreement.

6.4 Client Data

Client retains all right, title, and interest in and to Client Data. Glass River Analytics acquires no ownership interest in Client Data. Upon termination or expiration, Glass River Analytics shall, at Client's election, return or destroy all Client Data, subject to Glass River Analytics' right to retain copies as required by applicable law.

6.5 Restrictions

Client shall not: (a) decompile, disassemble, or reverse-engineer any aspect of the Work Product; (b) use the Work Product to develop any product or service that competes with Glass River Analytics; (c) remove or alter any proprietary notices on the Work Product; or (d) sublicense, assign, or transfer the license granted under Section 6.3 without Glass River Analytics' prior written consent.

6.6 No Other Rights

Except as expressly set forth in this Agreement, no license or right is granted to either Party under any patent, copyright, trademark, trade secret, or other intellectual property right of the other Party, whether by implication, estoppel, or otherwise.

7. DISCLAIMERS

7.1 Analytical Services Only

Glass River Analytics provides data analytics services only. Nothing in this Agreement or the Analytical Report constitutes legal advice, financial advice, investment advice, actuarial advice, or regulatory guidance. The Analytical Report is provided for informational and decision-support purposes only.

7.2 Not an ERISA Fiduciary

Glass River Analytics is not an ERISA fiduciary, plan administrator, or named fiduciary with respect to Client's benefit plan. Glass River Analytics has no discretionary authority over plan assets, plan administration, or benefit determinations. Client and its designated plan fiduciaries retain sole responsibility for all plan decisions.

7.3 No Guarantee of Savings

Cost exposure estimates and savings opportunities identified in the Analytical Report are based on Client Data and publicly available benchmark data at the time of analysis. Glass River Analytics makes no representation or warranty that Client will realize any specific level of cost savings. Actual results depend on factors outside Glass River Analytics' control.

7.4 Illustrative Analysis

Where Client Data is incomplete, Glass River Analytics may use industry-standard assumptions or publicly available benchmarks. The Analytical Report will identify where assumptions have been used. Findings based on assumptions are illustrative and should be verified against complete Client Data before action is taken.

7.5 No Warranty

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, GLASS RIVER ANALYTICS PROVIDES THE SERVICES AND ANALYTICAL REPORT "AS IS" AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR NON-INFRINGEMENT. GLASS RIVER ANALYTICS DOES NOT WARRANT THAT THE ANALYTICAL REPORT WILL BE ERROR-FREE OR THAT THE RESULTS WILL MEET CLIENT'S EXPECTATIONS.

7.6 Attorney Review Recommended

Glass River Analytics strongly recommends that Client review the Analytical Report and any contemplated contract changes with qualified ERISA counsel before taking action. The identification of potential reporting gaps or cost discrepancies is not a legal determination of violation.

7.7 Reliance

The Analytical Report is prepared solely for the use and benefit of Client and may not be relied upon by any third party. Glass River Analytics assumes no duty, liability, or obligation to any third party that receives or reviews the Analytical Report.

8. LIMITATION OF LIABILITY

8.1 Cap on Liability

To the maximum extent permitted by applicable law, Glass River Analytics' total liability to Client for any claim arising out of or related to this Agreement will not exceed the total Engagement Fee actually paid by Client under this Agreement.

8.2 Exclusion of Consequential Damages

In no event will Glass River Analytics be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including lost profits, loss of business opportunity, or reputational harm, even if Glass River Analytics has been advised of the possibility of such damages.

8.3 Basis of Bargain

The Parties acknowledge that the limitations of liability in this Section 8 reflect a reasonable allocation of risk and are an essential element of the basis of the bargain between the Parties.

9. INDEMNIFICATION

9.1 By Client

Client agrees to indemnify, defend, and hold harmless Glass River Analytics and its members, managers, employees, and agents from and against any claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Client's use and disclosure of the Analytical Report; (b) decisions made by Client in reliance on the Analytical Report; (c) Client's breach of this Agreement; (d) Client's breach of applicable laws; or (e) the inaccuracy or incompleteness of Client Data.

9.2 By Glass River Analytics

Glass River Analytics agrees to indemnify, defend, and hold harmless Client from and against any claims arising out of Glass River Analytics' gross negligence or willful misconduct in performing the Engagement, subject to the limitation of liability set forth in Section 8.

10. TERM AND TERMINATION

10.1 Term

This Agreement commences on the Effective Date and, for Tier 2 and Tier 3 engagements, continues until Glass River Analytics delivers the final Analytical Report and all fees are paid in full, unless earlier terminated as provided herein.

For Tier 1 subscriptions, this Agreement renews automatically on an annual basis on each anniversary of the Effective Date unless either Party provides the other with written notice of non-renewal at least ninety (90) calendar days prior to the end of the then-current subscription year. If timely notice is not provided, the subscription will renew for an additional one-year term at the then-current Tier 1 fee.

10.2 Termination by Client

Client may terminate this Agreement at any time upon thirty (30) days' prior written notice. If Client terminates prior to delivery of the draft Analytical Report, the Commencement Payment will be

retained by Glass River Analytics. If Client terminates after delivery of the draft, the full Engagement Fee is due within thirty (30) days. For Tier 1 subscriptions, fees paid for the current subscription year are non-refundable.

10.3 Termination by Glass River Analytics

Glass River Analytics may terminate this Agreement: (a) immediately if Client fails to provide Client Data within thirty (30) days of the Effective Date; (b) immediately if Client fails to make a required payment within fifteen (15) days of the due date; (c) upon ten (10) business days' notice if Client materially breaches any other provision and fails to cure within such period; or (d) for convenience, upon fifteen (15) days' prior written notice.

10.4 Effect of Termination

Upon termination, each Party will return or destroy the other Party's Confidential Information upon written request. Sections 5, 6, 7, 8, 9, and 11 survive termination.

11. GENERAL PROVISIONS

11.1 Governing Law

This Agreement is governed by the laws of the State of Michigan, without regard to its conflict of law principles.

11.2 Dispute Resolution

Any Dispute arising out of or relating to this Agreement shall be resolved as follows:

- (a) **Negotiation.** The Parties shall first attempt to resolve any Dispute through good-faith negotiation between senior representatives with authority to settle. Either Party may initiate by written notice describing the Dispute. The Parties shall have thirty (30) days from receipt to resolve through negotiation.
- (b) **Mediation.** If not resolved through negotiation, either Party may submit to non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Procedures in Grand Rapids, Michigan. The Parties shall share equally the costs of the mediator. If not resolved within sixty (60) days of the mediator's appointment, either Party may proceed to litigation.
- (c) **Litigation.** If not resolved through negotiation or mediation, either Party may commence litigation in the state or federal courts located in Kent County, Michigan. Each Party irrevocably submits to the exclusive jurisdiction of such courts.
- (d) **Injunctive Relief.** Either Party may seek temporary or preliminary injunctive or other equitable relief at any time to prevent irreparable harm or enforce confidentiality or intellectual property provisions, without first engaging in negotiation or mediation.
- (e) **Attorneys' Fees.** The prevailing Party in any Dispute shall be entitled to recover its reasonable attorneys' fees, costs, and expenses from the non-prevailing Party.

11.3 Independent Contractor

Glass River Analytics is an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship between the Parties.

11.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the Engagement and supersedes all prior discussions, proposals, and agreements. Any modification must be in writing and signed by both Parties.

11.5 Severability

If any provision is held invalid or unenforceable, the remaining provisions continue in full force and effect.

11.6 Notices

All notices must be in writing and delivered by email with confirmation of receipt to the addresses on the first page of this Agreement.

11.7 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, including by electronic signature via DocuSign or similar platforms. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument.

11.8 Force Majeure

Neither Party will be liable for any failure or delay resulting from causes beyond its reasonable control, including acts of God, pandemic, war, government actions, power or telecommunications failures, or cyberattacks. The affected Party shall provide prompt written notice and use commercially reasonable efforts to mitigate impact. If a force majeure event continues for more than sixty (60) days, either Party may terminate without further liability, except for payment obligations for services already performed.

11.9 Assignment

Client may not assign or transfer this Agreement without Glass River Analytics' prior written consent. Glass River Analytics may assign this Agreement without consent in connection with a merger, acquisition, or sale of all or substantially all of its assets. Any purported assignment in violation of this Section is void.

11.10 Waiver

No waiver of any provision will be effective unless made in writing. No failure or delay in exercising any right or remedy constitutes a waiver of that right or remedy.

11.11 Subcontractors

Glass River Analytics may engage qualified subcontractors to perform portions of the Engagement. Glass River Analytics remains responsible for the performance of any subcontracted work and ensures subcontractors are bound by confidentiality obligations no less restrictive than those in Section 5.

11.12 Non-Solicitation

During the term of this Agreement and for twelve (12) months following termination, Client shall not directly or indirectly solicit, recruit, or hire any employee, contractor, or consultant of Glass River

Analytics who was involved in performing the Engagement, without Glass River Analytics' prior written consent.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GLASS RIVER ANALYTICS, LLC**CLIENT**

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

ENGAGEMENT SCOPE AND FEE CONFIRMATION

To be completed and attached prior to execution of the Agreement

PART 1 — SERVICE TIER SELECTION

- ☐ Tier 1: ERISA Health Plan Reporting Compliance Support Package
- ☐ Tier 2: PBM Cost and Disclosure Review
- ☐ Tier 3: Full Assisted Audit and Litigation Support

PART 2 — FEE SCHEDULE

Service Tier	Fee Range	Engagement Fee (This Agreement)
Tier 1 (Annual Subscription)	\$5,000 per plan year	\$ _____
Tier 2	\$5,000 - \$30,000	\$ _____
Tier 3	\$15,000 - \$75,000	\$ _____
Full Non-Disclosure Additional Fee (if elected)	To be determined	\$ _____
Returning Client Discount (if applicable)	To be communicated in writing	_____

Commencement Payment (50% of Tier 2/3 Fee): \$ _____ Due upon execution.

Completion Payment (50% of Tier 2/3 Fee): \$ _____ Due upon delivery of draft Analytical Report.

PART 3 — ENGAGEMENT DETAILS

Client Legal Name: _____

Plan Sponsor EIN: _____

PBM / TPA Name: _____

Plan Year: _____

Approximate Number of Plan Participants:

Estimated Start Date: _____

Estimated Draft Delivery Date (Tier 2/Tier 3):

Estimated Final Report Date (Tier 2/Tier 3):

PART 4 — CONFIDENTIALITY ELECTION

- ☐ Standard (Section 5.5 applies — GRA may use de-identified data for benchmarking and marketing)
- ☐ Full Non-Disclosure (Section 5.6 applies — additional fee may apply as noted in Part 2 above)

PART 5 — MARQUEE REFERENCE CONSENT

- ☐ Client consents to named reference use by Glass River Analytics
- ☐ Client withholds consent

PART 6 — EXHIBIT A SIGNATURES

By signing below, each Party confirms the scope, tier selection, fee, and confidentiality election set forth in this Exhibit A.

GLASS RIVER ANALYTICS, LLC**CLIENT**

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____