



Client Service Authorization

The Client Service Authorization (“CSA”) is entered into as of the Effective Date by and between Truveris, Inc. and Client executing below. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions of this CSA through their undersigned authorized representatives. This CSA includes and incorporates by reference the Master Services Agreement found at www.truveris.com/truveris-msa, (“MSA”), its Exhibits, Service Descriptions, and Business Associate Agreement [https://truveris.com/truveris-baa](http://www.truveris.com/truveris-baa) (“BAA”), (together, the “Agreement”); provided, however, this CSA will take precedence and prevail if there is any conflict between terms, unless otherwise specified in that particular agreement. Terms not defined within this CSA shall be defined within the MSA, or BAA, as applicable. The Agreement constitutes the entire agreement between the Parties regarding this subject matter, and supersedes all prior agreements, representations, and understandings, oral or written, between the Parties regarding this subject matter.

1. **SERVICES & COMPENSATION** Truveris agrees to perform a Marketplace Evaluation, Ongoing Reporting, and Engagement Services for selecting and awarding a pharmacy benefits manager (“PBM”), carrier, coalition or other pharmacy service provider (“Administrator”) through its platform. Additional Terms and Conditions can be found in the Services Descriptions located at: <https://www.truveris.com/corx-igz2>. Upon award, and at the direction of the Client, the Administrator shall pay Compensation to Truveris. Changes in scope, such as evaluating non-Clear Options Marketplace offers or alterations after Vendor Evaluation stage may result in additional fees (“Change in Scope Fee”). Client agrees that, once Truveris initiates RFP Services and/or provides Client or its representative with any savings report or similar pricing analysis, Client represents and warrants that neither it nor its representative(s) will, directly or indirectly, use any savings report, pricing analysis, or savings information received from Truveris to bypass, avoid, circumvent, or attempt to circumvent Truveris nor seek to enter into a business relationship directly or indirectly with any Administrator. Upon award to Administrator, Client will direct Administrator to pay Truveris for the duration of the pharmacy benefit contract between Client and Administrator: (i) if awarded to a Managed Carved-In (“MCI”) Administrator¹, an annual fee of \$8,000.00; or (ii) if awarded to a pre-negotiated Administrator, an annual Fee of \$15,000.00. The estimated implementation date is January 1, 2025.
If the Marketplace Evaluation fails to yield estimated Deal Improvements greater than the Fees, excluding Change in Scope Fees, by the conclusion of the procurement, Client may immediately terminate the Agreement by providing written notice to Truveris within sixty (60) days from the receipt of the savings report. If no termination is received, the procurement results are deemed accepted by Client.
This Agreement is based upon preliminary information. All dates, monetary amounts and other information set forth in the Client’s Award shall replace such terms in the Agreement.
2. **APPOINTMENT OF AGENT** Client further authorizes Truveris to share Client Confidential Information with its Broker/Agent. Changes in Client’s Broker/Agent, including a change in a Broker of Record, does not negate nor in any way absolve either Party’s obligations hereunder. The terms of this Agreement shall continue in full force and effect.
3. **COUNTERPARTS / ELECTRONIC RECORDS AND SIGNATURE** This CSA may be executed in two or more counterparts, electronically or through mail, each of which shall be deemed an original but all of which taken together shall constitute one and the same CSA.

By signing below, each party agrees that it has read, understand, and accept the CSA, MSA, BAA, and relevant Service Descriptions. It is authorized to sign and enter into this binding legal contract on behalf of the party you represent. The information provided above is accurate and complies with Client’s business practices in making this purchase, including obtaining all necessary approvals to release the funds for this purchase.

TRUVERIS, INC.

CLIENT | PLAN SPONSOR
City of Sheboygan

By: _____

Name: Louise Shea

Title: _____

Date: _____

3 Beaver Valley Road, Suite 103

Wilmington, DE 19803

800-430-1430

Legal@truveris.com

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Email: _____

¹MCI awards of one-year agreements may be extended for two subsequent one-year renewals provided there is no change to Administrator.

For Truveris reference		For USI reference	
Estimated Members:	861	BPI code (required):	
Estimated Annual Claims:			