

CLIENT SERVICES AGREEMENT

This Client Services Agreement (this “Agreement”), effective as of September 1, 2025 (the “Effective Date”), is entered into by and between Acrisure Northwest Partners Insurance Services, LLC, a Michigan limited liability company, having its principal place of business at 100 Ottawa Avenue SW, Grand Rapids, MI 49503 (“Acrisure”) and Emmett School District, an Idaho municipal school district, having its principal place of business at 119 N Wardwell Ave, Emmett, ID 83617 (“Client”) (together, the “Parties,” and each, a “Party”). In consideration of the foregoing, and the mutual covenants, terms and conditions set out herein, the Parties agree as follows:

1. Acrisure’s Duties. Subject to the other terms and conditions of this Agreement, Acrisure will use reasonable efforts to provide to Client, either by itself, or via a third party, the services set forth on Exhibit A attached hereto (“Services”).

2. Client’s Duties. Client shall reasonably cooperate with Acrisure in the performance of Acrisure’s duties by providing Acrisure reasonably complete and accurate information as to Client’s loss experience, risk exposures, and any other pertinent information that Acrisure requests. Client shall promptly review coverage documents concerning any programs delivered by Acrisure for consistency with Client’s specifications.

3. Payment of Fees. Client shall pay Acrisure the fees as set forth on Exhibit B hereto (the “Service Fee”). Client acknowledges that the Service Fee under this Agreement is in addition to any insurance premium charged or commissions or other compensation received by Acrisure. For avoidance of doubt, the Service Fee is neither associated with the solicitation, negotiation or sale of any insurance policy nor included in any premium.

4. Compensation Disclosure. Client acknowledges that, in addition to any Service Fee, Acrisure may also receive commissions, volume-based and/or other compensation from insurance companies or other third parties in the event Client elects to utilize as a broker to place insurance on its behalf. Such compensation paid to Acrisure may vary depending on a number of factors, including the insurance contract and the insurer that Client selects, the volume of business Acrisure provides to the insurer, or the profitability of the insurance contracts that Acrisure provides to the insurer. Client may obtain information about the compensation expected to be received by Acrisure based in whole or in part on the sale, and the compensation expected to be received based on any alternative quotes presented by Acrisure, and Acrisure will disclose such information to Client.

5. Relationship of Parties. At all times during the term of this Agreement, the relationship between Acrisure and Client shall be that of independent contractors. Nothing contained herein shall indicate that the Parties hereto have any employer/employee relationship, joint venture, partnership, agency relationship, or right or power to represent or act on behalf of each other except as set forth in this Agreement. All expenses incurred by the Parties hereto in the performance of their respective duties under this Agreement shall be paid by such Party. Each Party shall bear full responsibility to withhold and pay any and all taxes related to each Party’s respective obligations under this Agreement.

6. Protected Health Information. In order to provide the Services, Acrisure may require access to Protected Health Information as that term is defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) of Client’s employees and benefit plan participants. If applicable: (a) Acrisure and Client will enter into a Business Associate Agreement, as required by law and (b) Acrisure agrees to establish reasonable standards to protect and prevent the unauthorized disclosure of such information and will safeguard Protected Health Information as required by federal law and in accordance with industry standards.

7. Use of Company Provided Site. Company may designate Client as an authorized user to access a customized online risk management or enrollment system with functionality to reasonably assist in delivering the Services as described on Exhibit A (the “Site”). The Site is provided or may be provided by third-party vendors (“Vendor”) to allow Client and Company to streamline and administer various aspects of Client’s employee benefit plan. The data that may be entered into the Site to register, complete forms, enroll, or otherwise access or use the functions of the Site may include, but is not limited to, employee and participant names, birth dates, social security numbers, home address, dates of hire, compensation information, benefit plan elections, and enrollment information (“Data”).

a. Client understands and agrees it is responsible for ensuring the Data is current and accurate so that all enrollment, election changes, onboarding, reporting and other functions performed by the Site (including annual regulatory reporting) are correct and completed in compliance with applicable contractual or regulatory requirements. Company assumes no responsibility and shall not be liable for any damage or loss whatsoever that relates to or arises out of the Data or the Site, including, any use of the Site, implementation of the Site, effectiveness of any of a Site’s functions, or the entering, maintenance, or accuracy of the Data.

b. Subject to the other terms and conditions of this Agreement, if applicable, Client grants Company a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to use its name and/or certain logos, trademarks, service marks, and indicia created or provided by or on behalf of Client (“Marks”) for the purpose of white labeling or customizing the Site for Client’s use. Any use of a Client’s Marks by Company shall be in accordance with prior written approval and applicable quality control guidelines of Company, as provided in writing and as Client may amend in its sole discretion from time to time. Nothing in this grant of license or otherwise in this Agreement is intended or is to be deemed to assign or transfer any of a Client’s Marks or other intellectual property to Company, and each Party retains and reserves all right, title, and interest in and to its own Marks and intellectual property.

c. Client acknowledges and agrees that all right, title and interest in and to all content, graphics, trademarks, and logos appearing on the system, other than Client’s Marks, specific third parties offering site links, and copyrighted material furnished by a third party or Data and all technology related thereto, is owned by the applicable Vendor or Company. Nothing in this Agreement or in any attachment hereto creates in Client any rights in Company’s or a vendor’s intellectual property.

d. Client further understands and agrees that Client shall not (i) use or duplicate a System for any purpose other than as expressly permitted under this Agreement; (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Site or any portion thereof to any third party; (iii) permit any unauthorized party to use or access all or any portion of the Site, whether by network or otherwise; (iv) permit reverse engineering, disassembly, translation, modification, or decompilation of the Site; or (v) remove any copyright, trademark, patent, or other proprietary notices from the Site or any portion thereof.

e. Client shall assist Company in the customization of the Site, including, without limitation, selecting the desired services and voluntary benefits from among those offered by Company, providing the description of Client’s employee benefits plan, and providing Company all reasonably requested information required to administer and market the Site. Client shall ensure that all written employee benefit plan materials are accurate and in compliance with applicable law.

f. Client agrees to promptly notify Company in writing if the Site is not working to the satisfaction of the Client, and permit Company a reasonable time, but not more than sixty (60) days to correct any functionality issues with the Site.

g. COMPANY DISCLAIMS ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, THAT RELATES TO OR ARISES OUT OF THE DATA AND THE SYSTEM, INCLUDING, WITHOUT LIMITATION, CLIENT'S ACCESS TO, USE OF, OR DATA PROVIDED TO, THE SYSTEM. CLIENT ACKNOWLEDGES THAT NO REPRESENTATION HAS BEEN MADE BY COMPANY AS TO THE FITNESS OF THE SERVICE FOR THE CUSTOMER'S INTENDED PURPOSES, EXCEPT IN THE CASE WHERE COMPANY HAS BEEN GROSSLY NEGLIGENT OR HAS PERFORMED WILLFUL MISCONDUCT.

h. Client agrees to waive any and all claims against, and to hold harmless, release, indemnify and not to sue Company for any liability that relates to or arises out of the Data or the Site, including its use of the Site, except in the case of Company's gross negligence or willful misconduct. Client further acknowledges that it has read and fully understands the terms in this Section and that it is solely responsible for complying with any of the Site's applicable terms of service, privacy policy, and other terms and conditions required to access and use the Site.

8. Confidentiality. All non-public, confidential or proprietary information including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed on or after the Effective Date by either Party or any of its affiliates, (the "Disclosing Party") or any of the Disclosing Party's employees, officers, directors, partners, shareholders, members, managers, agents, attorneys, accountants, wholesalers, advisors, vendors, insurers, insurance intermediaries or other representatives (collectively, "Representatives") to the other Party or any of its affiliates, (the "Receiving Party"), or to any of the Receiving Party's Representatives, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, and shall not be disclosed, used, or copied by the Receiving Party without the prior written consent of the Disclosing Party. The Receiving Party agrees to use the Confidential Information only in the context of this Agreement. The Disclosing Party shall be entitled to seek specific performance and injunctive relief and other equitable relief as a remedy for any violation of this Section.

a. Exclusions from Confidential Information. Confidential Information does not include information that is (i) in the public domain other than as a result of, directly or indirectly, any violation of this Agreement by the Receiving Party; (ii) known to the Receiving Party at the time of disclosure as established by documentary evidence; (iii) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; provided that the Receiving Party reasonably believes such third party was not prohibited from providing access to such Confidential Information by a legal, fiduciary or contractual obligation; or (iv) independently developed by the Receiving Party or any of its Representatives, as established by documentary evidence, without reference to or use of any of the Disclosing Party's Confidential Information.

b. Return or Destruction of Confidential Information. At any time during or after the term of this Agreement, at the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed; provided, however, that the Receiving Party may retain copies of Confidential Information (i) in order to

comply with applicable law or regulation, (ii) to comply with the Receiving Party's records management or similar policy, or (iii) that are stored on the Receiving Party's IT backup and disaster recovery systems until the ordinary course deletion thereof. The Receiving Party and its Representatives shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information. This Section shall survive any expiration or termination of this Agreement.

c. Required Disclosure. Any disclosure by the Receiving Party or any of its Representatives of any of the Disclosing Party's Confidential Information required by applicable law, regulation, or legal, regulatory, or judicial process (a "Legal Order") shall be subject to the terms of this Section. Before making any such disclosure, the Receiving Party shall provide the Disclosing Party with written notice of such requirement to the extent not prohibited by law or regulation so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; provided, however, that no such notice shall be required if the Receiving Party is requested or required to disclose Confidential Information in the course of routine supervisory examinations or regulatory oversight by regulatory authorities with jurisdiction over the Receiving Party. If, after providing such notice and protective order or other remedy, the Receiving Party remains subject to the Legal Order to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential information which, on the advice of the Receiving Party's legal counsel, such Legal Order specifically requires the Receiving Party to disclose, as per the applicable court or agency orders.

d. No Representations or Warranties. The Disclosing Party makes no representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to the Receiving Party. The Disclosing Party shall not be liable to the Receiving Party relating to or resulting from the use of any of the Confidential Information or any errors therein or omissions therefrom.

9. Term/Cancellation. This Agreement shall commence on the Effective Date and shall continue for a period of three (3) years from the Effective Date (the "Initial Term"). The Initial Term shall automatically renew in successive one (1) year periods (each, a "Renewal Term"). Either Party may terminate this Agreement without cause at any time by providing the other Party with at least sixty (60) days' prior written notice. Any expiration or termination of this Agreement shall not relieve either Party from its responsibilities prior to such expiration or termination.

10. Disclaimer of Fiduciary Responsibility. To the extent any law or regulation incurs any fiduciary responsibility, Acrisure and Client acknowledge and agree that: (a) Acrisure shall have no discretionary authority or discretionary control with respect to the management and administration of any employee benefit plan sponsored by Client or coverages selected by Client; (b) Acrisure shall exercise no authority or control with respect to the management or disposition of the assets of Client, including any assets of any employee benefit plan sponsored by Client; and, (c) Acrisure shall perform Services pursuant to this Agreement in a non-fiduciary capacity.

11. No Legal or Tax Advice. Client acknowledges that Acrisure does not and cannot provide legal or tax services and that Client is advised to consult an attorney and/or tax professional to ensure compliance with applicable law.

12. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject

matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

13. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action or proceeding arising out of or relating to this Agreement, or any related transactions between the Parties shall be instituted in the federal courts of the United States of America or the courts of the State of Michigan, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by hand delivery or certified mail in accordance with this Agreement shall be effective service of process for any suit, action or other proceeding brought in any such court.

15. Indemnification. In the event of any third party claim(s) asserted against a Party on account of a material breach of this Agreement or related to the gross negligence of the other Party, then such other Party agrees to fully indemnify, defend, and hold harmless the Party against whom the claim was made, and all of its subsidiaries, affiliates and Representatives (including their respective officers, directors, employees, successors, and agents) from and against any and all losses, claims, expenses, damages and liabilities (including attorney's fees and costs) incurred in connection with or as a result of such claim to the extent related to this Agreement and such obligations. The indemnifying Party's obligations under this Section shall not apply to the extent that any claim is directly caused by the gross negligence or other wrongful conduct of the indemnified Party.

16. Force Majeure. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy (each a "Force Majeure"). For the avoidance of doubt, Force Majeure shall not include: (a) financial distress nor the inability of either Party to make a profit or avoid a financial loss; (b) changes in market prices or conditions; or (c) a Party's financial inability to perform its obligations hereunder.

17. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (return receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set out on the first page of this Agreement (or to such other address that may be designated by a Party from time to time in accordance with this Section).

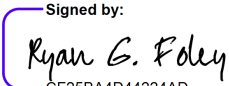
18. Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party, such consent not to be unreasonably withheld. Any purported assignment or delegation in violation of this Section shall be null and void.

19. Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Agreement as of the Effective Date.

Acrisure Northwest Partners Insurance Services, LLC

By: 
 (Authorized signature)

Name: Ryan Foley
Title: Executive Vice President

Emmett School District

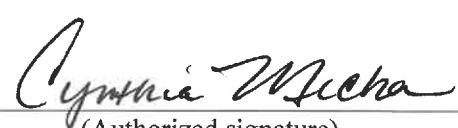
By: 
 (Authorized signature)
Cynthia Meacham
HR Specialist

Exhibit A to the Client Services Agreement

This Exhibit A adds certain provisions to the Client Services Agreement effective as of the Effective Date by and between Acrisure and Client and shall incorporate all terms of said Agreement by reference herein.

Scope of Services. Subject to the other terms and conditions of this Agreement, Acrisure may use reasonable efforts to provide Client consulting and other brokerage services set forth below (“Services”):

Renewal Analysis

- ✓ Review annual underwriting analysis of medical, rx, dental and vision plans.
- ✓ Provide renewal analysis for ancillary lines of coverage: (Life, Disability, Voluntary products).
- ✓ Assist with market review of TPA/vendor contracts and fixed-fee negotiations (admin, stop-loss, PBM, etc.).
- ✓ Review mid-year renewal forecasting and annual renewal plan.
- ✓ Consult Client on cost savings and alternative benefit strategies that fit within organization’s goals.

Data Analytics & Underwriting Services

- ✓ Assist Client with monthly or quarterly financial reporting including claims utilization, stop-loss rebates and large claims.
- ✓ Review projected funding, risk analysis and IBNR calculations.
- ✓ Review reserve adequacy analysis, budget projections, and analysis of contribution rates and funding.
- ✓ Review cost-containment analysis, ad-hoc analysis, and design for modeling with actuarial factors.
- ✓ Monitor annual claims utilization analysis, and reporting-development of multi-year action plan.

Strategic Services

- ✓ Assist Client with the creation of both a short and long-term health plan strategy.
- ✓ Monitor cost containment strategic planning.
- ✓ Review disease management and wellness program assessment and consulting.
- ✓ Provide voluntary benefit needs analysis and market study, employee cost-sharing strategies, benchmarking, and proactive updates on emerging marketplace trends or new programs.
- ✓ Use reasonable efforts to keep Client informed on any proposed legislative changes that may impact the structure of the plan.

Vendor Management Services

- ✓ Assist with vendor review including contract review, network design, coordination, and negotiation.
- ✓ Review and recommend marketing and vendor selection services (RFP).
- ✓ Provide implementation support for annual plan design and vendor changes.
- ✓ Monitor vendor performance and servicing levels including recommendations for improvement, and the strength and solvency of vendors- performance guarantees when appropriate.

Pharmacy Consulting

- ✓ Consult Client on any applicable pharmacy issues.

- ✓ Assist with analysis of current PBM contract and pricing, PBM contract analysis, and audit.
- ✓ Conduct review of RFP and repricing.
- ✓ Make recommendations for cost-saving programs and services.

Compliance Services

- ✓ Conduct annual compliance review and audit for health plan compliance (ERISA, ACA, COBRA, etc.) and recommendations for any outstanding compliance issues.
- ✓ Assist with the preparation of all required health plan notices.
- ✓ Provide ongoing maintenance of all plan documents: Summary Plan Description (SPD), Summary of Benefits & Coverage (SBCs), and any plan amendments.
- ✓ Provide resources and tools for completing annual health plan reporting.
- ✓ Use reasonable efforts to provide ongoing updates on Federal and State legislation along with consultation on anything directly impacting the company's health plan and/or the employees.

HR Tools & Resources

- ✓ Provide consulting on HR and employment questions regarding: (1) employee handbook guidance and policy templates; (2) HR training webinars, and in-person or virtual seminars.
- ✓ Consult on best practices and updates on various HR-related topics.
- ✓ Provide Client HR Portal Access to sample forms, salary benchmarking, performance reviews, job descriptions, etc.
- ✓ Access to the Site and support for the Site.

Employee Communication & Benefit Program Support

- ✓ Assist with establishing dedicated account service team to provide ongoing support for day-to-day benefit questions and plan administration questions.
- ✓ Assist with establishing customized employee communication materials, and tools/resources for ongoing promotion of employee benefits.
- ✓ Provide onsite or virtual employee benefit presentations, enrollment meetings, benefit fairs, etc.
- ✓ Assist with establishing open enrollment materials, booklets, announcements, benefits landing page, and wellness campaign materials and communication.

**Exhibit B to the
Client Services Agreement**

This Exhibit B adds certain provisions to the Client Services Agreement effective as of the Effective Date by and between Acrisure and Client and shall incorporate all terms of said Agreement by reference herein.

Medical PEPM. Client shall pay Acrisure a Service Fee as follows:

1. Effective as of the Effective Date: Thirteen Dollars and Seventy-Five Cents (\$13.75) Per Employee Per Month ("PEPM") in full within thirty (30) days of the due date on the invoice;
2. Effective as of the first Renewal Term: Fourteen Dollars (\$14) PEPM in full within thirty (30) days of the due date on the invoice; and
3. Effective as of the second Renewal Term: Fourteen Dollars and Twenty-Five Cents (\$14.25) PEPM in full within thirty (30) days of the due date on the invoice.

Client understands and agrees that the foregoing Service Fee for Client will be billed separately from its monthly premium payments by Acrisure.

Commissions. On all lines except medical, Client understands and agrees that Acrisure's fee will be derived from commissions embedded in Client's insurance premium. Client will be billed monthly by Acrisure and/or its applicable insurer(s). Client acknowledges that, in addition to commissions, Acrisure may also receive volume-based and/or other compensation from insurance companies or other third parties in the event Client elects to utilize Acrisure as a broker to place insurance on its behalf.

The Site PEPM. Client shall pay Acrisure a Service Fee of Two Dollars Per Employee Per Month (\$2/PEPM) in full on a monthly basis in arrears within thirty (30) days of the due date identified on the invoice. Client may be responsible for electronic data interchange (a/k/a EDI) fees upon termination of this Agreement.