

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(MARK ONE)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2026

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number: 001-39228



CLARITEV CORPORATION

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or other jurisdiction of  
incorporation or organization)

84-3536151

(I.R.S. Employer  
Identification No.)

7900 Tysons One Place, Suite 400

McLean, Virginia 22102

(Address of principal executive offices)

(212) 780-2000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class                                          | Trading<br>Symbol | Name of each exchange on which registered |
|--------------------------------------------------------------|-------------------|-------------------------------------------|
| Shares of Class A common stock, \$0.0001 par value per share | CTEV              | New York Stock Exchange                   |

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See definitions of "large accelerated filer", "accelerated filer", "smaller reporting company", and "emerging growth company" in Rule 12b-2 of the Exchange Act.

|                         |                          |                           |                                     |
|-------------------------|--------------------------|---------------------------|-------------------------------------|
| Large accelerated filer | <input type="checkbox"/> | Accelerated filer         | <input checked="" type="checkbox"/> |
| Non-accelerated filer   | <input type="checkbox"/> | Smaller reporting company | <input type="checkbox"/>            |
|                         |                          | Emerging growth company   | <input type="checkbox"/>            |

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes    No

As of May 4, 2026, 17,047,789 shares of Class A common stock, par value \$0.0001 per share, were issued and outstanding.

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**Part I. Financial Information**

**Item 1. Financial Statements**

**CLARITEV CORPORATION**  
**Condensed Consolidated Balance Sheets (Unaudited)**  
*(in thousands, except share and per share data)*

|                                                                                                                                                                                                             | <b>March 31, 2026</b> | <b>December 31, 2025</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------------|
| <b>Assets</b>                                                                                                                                                                                               |                       |                          |
| Current assets:                                                                                                                                                                                             |                       |                          |
| Cash and cash equivalents                                                                                                                                                                                   | \$ 21,327             | \$ 16,814                |
| Restricted cash                                                                                                                                                                                             | 13,401                | 11,527                   |
| Trade accounts receivable, net                                                                                                                                                                              | 140,917               | 127,615                  |
| Prepaid expenses                                                                                                                                                                                            | 35,349                | 31,992                   |
| Prepaid taxes                                                                                                                                                                                               | 4,101                 | 11,526                   |
| Unbilled Independent Dispute Resolution fees, net                                                                                                                                                           | 13,304                | 10,563                   |
| Other current assets, net                                                                                                                                                                                   | 13,868                | 14,330                   |
| Total current assets                                                                                                                                                                                        | 242,267               | 224,367                  |
| Property and equipment, net                                                                                                                                                                                 | 343,599               | 326,326                  |
| Operating lease right-of-use assets                                                                                                                                                                         | 13,549                | 13,966                   |
| Goodwill                                                                                                                                                                                                    | 2,405,853             | 2,405,853                |
| Other intangibles, net                                                                                                                                                                                      | 1,798,696             | 1,884,604                |
| Other assets, net                                                                                                                                                                                           | 35,335                | 33,342                   |
| Total assets                                                                                                                                                                                                | \$ 4,839,299          | \$ 4,888,458             |
| <b>Liabilities and Shareholders' Deficit</b>                                                                                                                                                                |                       |                          |
| Current liabilities:                                                                                                                                                                                        |                       |                          |
| Accounts payable                                                                                                                                                                                            | \$ 59,176             | \$ 60,463                |
| Accrued interest                                                                                                                                                                                            | 52,277                | 100,009                  |
| Operating lease obligation, short-term                                                                                                                                                                      | 4,907                 | 4,705                    |
| Current portion of long-term debt                                                                                                                                                                           | 14,690                | 14,690                   |
| Accrued compensation                                                                                                                                                                                        | 19,672                | 45,238                   |
| Other accrued expenses                                                                                                                                                                                      | 38,842                | 36,253                   |
| Total current liabilities                                                                                                                                                                                   | 189,564               | 261,358                  |
| Long-term debt                                                                                                                                                                                              | 4,574,253             | 4,560,440                |
| 2025 Revolving Credit Facility                                                                                                                                                                              | 125,000               | 20,000                   |
| Operating lease obligation, long-term                                                                                                                                                                       | 15,060                | 16,236                   |
| Deferred income taxes                                                                                                                                                                                       | 169,836               | 197,599                  |
| Total liabilities                                                                                                                                                                                           | 5,073,713             | 5,055,633                |
| Commitments and contingencies (Note 7)                                                                                                                                                                      |                       |                          |
| Shareholders' deficit:                                                                                                                                                                                      |                       |                          |
| Shareholder interests                                                                                                                                                                                       |                       |                          |
| Preferred stock, \$0.0001 par value — 10,000,000 shares authorized; no shares issued                                                                                                                        | —                     | —                        |
| Common stock, \$0.0001 par value — 1,500,000,000 shares authorized; 17,743,149 and 17,295,582 issued; 17,000,290 and 16,552,723 shares outstanding as of March 31, 2026 and December 31, 2025, respectively | 2                     | 2                        |
| Additional paid-in capital                                                                                                                                                                                  | 2,402,923             | 2,398,423                |
| Accumulated deficit                                                                                                                                                                                         | (2,502,980)           | (2,429,420)              |
| Accumulated other comprehensive loss                                                                                                                                                                        | (2,351)               | (4,172)                  |
| Treasury stock - 742,859 shares as of March 31, 2026 and December 31, 2025                                                                                                                                  | (138,733)             | (138,733)                |
| Total shareholders' (deficit)/equity attributable to Claritev Corporation                                                                                                                                   | (241,139)             | (173,900)                |
| Non-controlling interests                                                                                                                                                                                   | 6,725                 | 6,725                    |
| Total shareholders' deficit                                                                                                                                                                                 | (234,414)             | (167,175)                |
| Total liabilities and shareholders' deficit                                                                                                                                                                 | \$ 4,839,299          | \$ 4,888,458             |

The accompanying notes are an integral part of these condensed consolidated financial statements

**CLARITEV CORPORATION**  
**Condensed Consolidated Statements of Operations and Comprehensive Loss (Unaudited)**  
*(in thousands, except share and per share data)*

|                                                                                                 | <b>Three Months Ended March 31,</b> |             |
|-------------------------------------------------------------------------------------------------|-------------------------------------|-------------|
|                                                                                                 | <b>2026</b>                         | <b>2025</b> |
| Revenues                                                                                        | \$ 244,678                          | \$ 231,330  |
| Costs of services (exclusive of depreciation and amortization of intangible assets shown below) | 69,080                              | 60,436      |
| General and administrative expenses                                                             | 57,830                              | 46,968      |
| Depreciation                                                                                    | 25,183                              | 24,546      |
| Amortization of intangible assets                                                               | 85,908                              | 85,971      |
| Loss on disposal of leases                                                                      | 38                                  | 3,317       |
| Loss on sale of assets                                                                          | —                                   | 350         |
| Total expenses                                                                                  | 238,039                             | 221,588     |
| Operating income                                                                                | 6,639                               | 9,742       |
| Interest expense                                                                                | 99,542                              | 91,636      |
| Interest income                                                                                 | (182)                               | (488)       |
| Transaction costs related to refinancing transaction                                            | —                                   | 7,792       |
| Loss on extinguishment of debt                                                                  | —                                   | 670         |
| Net loss before taxes                                                                           | (92,721)                            | (89,868)    |
| Benefit for income taxes                                                                        | (19,161)                            | (18,549)    |
| Net loss                                                                                        | (73,560)                            | (71,319)    |
| Less: net loss attributable to non-controlling interests                                        | —                                   | —           |
| Net loss attributable to Claritev Corporation                                                   | \$ (73,560)                         | \$ (71,319) |
| Weighted average shares outstanding – Basic and Diluted                                         | 16,692,340                          | 16,273,439  |
| Net loss per share – Basic and Diluted                                                          | \$ (4.41)                           | \$ (4.38)   |
| Net loss attributable to Claritev Corporation                                                   | (73,560)                            | (71,319)    |
| Other comprehensive income (loss)                                                               |                                     |             |
| Change in unrealized gain (loss) on interest rate swaps, net of tax                             | 1,821                               | (1,624)     |
| Comprehensive loss                                                                              | \$ (71,739)                         | \$ (72,943) |

The accompanying notes are an integral part of these condensed consolidated financial statements

**CLARITEV CORPORATION**  
**Condensed Consolidated Statements of Shareholders' (Deficit)/Equity (Unaudited)**  
*(in thousands, except share data)*

| Three Months Ended March 31, 2026                                             |                     |             |                                  |                        |                                               |                  |                    |                                  |                                            |
|-------------------------------------------------------------------------------|---------------------|-------------|----------------------------------|------------------------|-----------------------------------------------|------------------|--------------------|----------------------------------|--------------------------------------------|
|                                                                               | Common Stock Issued |             | Additional<br>Paid-in<br>Capital | Accumulated<br>Deficit | Accumulated<br>Other<br>Comprehensive<br>Loss | Treasury stock   |                    | Non-<br>controlling<br>Interests | Total<br>Shareholders'<br>(Deficit)/Equity |
|                                                                               | Shares              | Amount      |                                  |                        |                                               | Shares           | Amount             |                                  |                                            |
| <b>Balance as of December 31, 2025</b>                                        | 17,295,582          | \$ 2        | \$ 2,398,423                     | \$ (2,429,420)         | \$ (4,172)                                    | (742,859)        | \$(138,733)        | \$ 6,725                         | \$ (167,175)                               |
| Stock-based compensation                                                      | 414,197             | —           | 6,895                            | —                      | —                                             | —                | —                  | —                                | 6,895                                      |
| Tax withholding related to vesting of equity awards                           | —                   | —           | (2,859)                          | —                      | —                                             | —                | —                  | —                                | (2,859)                                    |
| Gain arising during the period on Interest rate swaps                         | —                   | —           | —                                | —                      | 3,466                                         | —                | —                  | —                                | 3,466                                      |
| Reclassification adjustments for loss included in net loss (interest expense) | —                   | —           | —                                | —                      | (1,645)                                       | —                | —                  | —                                | (1,645)                                    |
| Issuance of common stock in connection with employee stock purchase plan      | 33,370              | —           | 464                              | —                      | —                                             | —                | —                  | —                                | 464                                        |
| Net loss                                                                      | —                   | —           | —                                | (73,560)               | —                                             | —                | —                  | —                                | (73,560)                                   |
| <b>Balance as of March 31, 2026</b>                                           | <u>17,743,149</u>   | <u>\$ 2</u> | <u>\$ 2,402,923</u>              | <u>\$ (2,502,980)</u>  | <u>\$ (2,351)</u>                             | <u>(742,859)</u> | <u>\$(138,733)</u> | <u>\$ 6,725</u>                  | <u>\$ (234,414)</u>                        |
| Three Months Ended March 31, 2025                                             |                     |             |                                  |                        |                                               |                  |                    |                                  |                                            |
|                                                                               | Common Stock Issued |             | Additional<br>Paid-in<br>Capital | Accumulated<br>Deficit | Accumulated<br>Other<br>Comprehensive<br>Loss | Treasury stock   |                    | Non-<br>controlling<br>Interests | Total<br>Shareholders'<br>(Deficit)/Equity |
|                                                                               | Shares              | Amount      |                                  |                        |                                               | Shares           | Amount             |                                  |                                            |
| <b>Balance as of December 31, 2024</b>                                        | 16,930,827          | \$ 2        | \$ 2,372,954                     | \$ (2,145,138)         | \$ (5,063)                                    | (742,859)        | \$(138,733)        | \$ —                             | \$ 84,022                                  |
| Stock-based compensation                                                      | 260,208             | —           | 6,329                            | —                      | —                                             | —                | —                  | —                                | 6,329                                      |
| Tax withholding related to vesting of equity awards                           | —                   | —           | (2,884)                          | —                      | —                                             | —                | —                  | —                                | (2,884)                                    |
| Loss arising during the period on Interest rate swaps                         | —                   | —           | —                                | —                      | (1,330)                                       | —                | —                  | —                                | (1,330)                                    |
| Reclassification adjustments for loss included in net loss (interest expense) | —                   | —           | —                                | —                      | (294)                                         | —                | —                  | —                                | (294)                                      |
| Issuance of common stock in connection with employee stock purchase plan      | 14,613              | —           | 301                              | —                      | —                                             | —                | —                  | —                                | 301                                        |
| Net loss                                                                      | —                   | —           | —                                | (71,319)               | —                                             | —                | —                  | —                                | (71,319)                                   |
| <b>Balance as of March 31, 2025</b>                                           | <u>17,205,648</u>   | <u>\$ 2</u> | <u>\$ 2,376,700</u>              | <u>\$ (2,216,457)</u>  | <u>\$ (6,687)</u>                             | <u>(742,859)</u> | <u>\$(138,733)</u> | <u>\$ —</u>                      | <u>\$ 14,825</u>                           |

The accompanying notes are an integral part of these condensed consolidated financial statements

**CLARITEV CORPORATION**  
**Condensed Consolidated Statements of Cash Flows (Unaudited)**  
*(in thousands)*

|                                                                                          | <b>Three Months Ended March 31,</b> |             |
|------------------------------------------------------------------------------------------|-------------------------------------|-------------|
|                                                                                          | <b>2026</b>                         | <b>2025</b> |
| <b>Operating activities:</b>                                                             |                                     |             |
| Net loss                                                                                 | \$ (73,560)                         | \$ (71,319) |
| Adjustments to reconcile net loss to net cash used in operating activities:              |                                     |             |
| Depreciation                                                                             | 25,183                              | 24,546      |
| Amortization of intangible assets                                                        | 85,908                              | 85,971      |
| Amortization of the right-of-use asset                                                   | 556                                 | 1,022       |
| Stock-based compensation                                                                 | 6,895                               | 6,329       |
| Deferred income taxes                                                                    | (28,337)                            | (52,820)    |
| Amortization of debt discounts and issuance costs                                        | 1,554                               | 712         |
| Non-cash interest expense                                                                | 15,952                              | 10,907      |
| Loss on extinguishment of debt                                                           | —                                   | 670         |
| Loss on disposal of property and equipment                                               | —                                   | 350         |
| Loss on disposal of leases                                                               | 38                                  | 3,317       |
| Changes in assets and liabilities:                                                       |                                     |             |
| Trade accounts receivable, net                                                           | (16,043)                            | (3,708)     |
| Prepaid taxes                                                                            | 7,425                               | 6,747       |
| Prepaid expenses, other current and non-current assets                                   | 600                                 | (4,912)     |
| Accounts payable                                                                         | (1,287)                             | (51,821)    |
| Other accrued expenses, accrued interest and accrued liabilities                         | (69,512)                            | 15,074      |
| Operating leases, net                                                                    | (1,151)                             | (1,121)     |
| Net cash used in operating activities                                                    | (45,779)                            | (30,056)    |
| <b>Investing activities:</b>                                                             |                                     |             |
| Purchases of property and equipment                                                      | (46,767)                            | (38,866)    |
| Net cash used in investing activities                                                    | (46,767)                            | (38,866)    |
| <b>Financing activities:</b>                                                             |                                     |             |
| Repayments of Term Loan                                                                  | (3,672)                             | —           |
| Taxes paid on settlement of vested share awards                                          | (2,859)                             | (2,884)     |
| Borrowings on 2025 Revolving Credit Facility                                             | 145,000                             | 130,000     |
| Repayment of 2025 Revolving Credit Facility                                              | (40,000)                            | (50,000)    |
| Payment of debt issuance costs                                                           | —                                   | (4,267)     |
| Proceeds from issuance of common stock under ESPP                                        | 464                                 | 301         |
| Net cash provided by financing activities                                                | 98,933                              | 73,150      |
| Net increase in cash, cash equivalents and restricted cash                               | 6,387                               | 4,228       |
| Cash, cash equivalents and restricted cash at beginning of period                        | 28,341                              | 29,672      |
| Cash, cash equivalents and restricted cash at end of period                              | \$ 34,728                           | \$ 33,900   |
| Cash and cash equivalents                                                                | \$ 21,327                           | \$ 23,129   |
| Restricted cash                                                                          | 13,401                              | 10,771      |
| Cash, cash equivalents and restricted cash at end of period                              | \$ 34,728                           | \$ 33,900   |
| <b>Noncash investing and financing activities:</b>                                       |                                     |             |
| Purchases of property and equipment not yet paid                                         | \$ 17,046                           | \$ 9,694    |
| Operating lease right-of-use assets obtained in exchange for operating lease liabilities | \$ —                                | \$ (10,411) |
| <b>Supplemental disclosure of cash flow information:</b>                                 |                                     |             |
| Cash paid during the period for:                                                         |                                     |             |
| Interest                                                                                 | \$ (129,311)                        | \$ (82,003) |
| Income taxes, net of refunds                                                             | \$ (1,636)                          | \$ (2,532)  |

The accompanying notes are an integral part of these condensed consolidated financial statements

**CLARITEV CORPORATION**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**

**1. General Information and Basis of Accounting**

Claritev Corporation (collectively, the "Company", "we", "us", or "our") is a technology, data and insights company focused on improving transparency, affordability and quality across the healthcare system. We bring objective, market-based insights to some of the healthcare system's most complex decisions based on decades of claims expertise. By applying data, analytics, and experience, we help organizations across the healthcare ecosystem better understand costs, pricing, and payment dynamics.

**Basis of Presentation and Consolidation**

The accompanying unaudited condensed consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP", "U.S. GAAP", or "generally accepted accounting principles"), and with the instructions to Form 10-Q and Article 10 of Securities and Exchange Commission, Regulation S-X. The condensed consolidated financial statements present the financial position, results of operations, shareholders' deficit, and cash flows of the Company, in accordance with consolidation accounting guidance, are unaudited. All intercompany transactions have been eliminated in consolidation. The condensed consolidated balance sheet as of December 31, 2025 included herein was derived from the audited consolidated financial statements as of that date, but does not include all disclosures, including certain notes required by GAAP on an annual reporting basis. In management's opinion, the condensed consolidated financial statements reflect all normal recurring adjustments necessary for a fair statement of the balance sheets, statements of operations and comprehensive loss, shareholders' deficit, and cash flows for the interim periods, but are not necessarily indicative of the results of operations to be anticipated for the full fiscal year or any future period.

The condensed consolidated financial statements and notes herein should be read in conjunction with the Company's audited consolidated financial statements and notes included in its Annual Report on Form 10-K for the year ended December 31, 2025.

Certain balances from the prior period have been reclassified to conform to the current period presentation in the condensed consolidated financial statements.

**Summary of Significant Accounting Policies**

Within the Notes to the Condensed Consolidated Financial Statements, we use "client(s)" synonymously with "customer(s)," and the terms should be understood as interchangeable.

**Use of Estimates**

The preparation of the unaudited condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting periods. Actual results could differ from the Company's estimates and assumptions. Estimates are periodically reviewed in light of changes in circumstances, facts and experience. Changes in estimates are recorded in the period in which they become known. Significant estimates and assumptions reflected in these consolidated financial statements include, but are not limited to, revenue recognition, recoverability of long-lived assets, goodwill, valuation of stock-based compensation awards and income taxes.

## Revenue Recognition

### Disaggregation of Revenue

The following table presents revenues disaggregated by services and contract types (in thousands):

|                                                | Three Months Ended March 31, |                   |
|------------------------------------------------|------------------------------|-------------------|
|                                                | 2026                         | 2025              |
| <b>Claims Intelligence Solutions</b>           | <b>\$ 166,305</b>            | <b>\$ 153,430</b> |
| PSAV                                           | 147,297                      | 138,744           |
| PEPM                                           | 11,839                       | 10,731            |
| Other                                          | 7,169                        | 3,955             |
| <b>Network Solutions</b>                       | <b>47,476</b>                | <b>46,890</b>     |
| PSAV                                           | 26,379                       | 28,882            |
| PEPM                                           | 11,650                       | 12,448            |
| Other                                          | 9,447                        | 5,560             |
| <b>Payment and Revenue Integrity Solutions</b> | <b>30,897</b>                | <b>31,010</b>     |
| PSAV                                           | 30,802                       | 30,889            |
| PEPM                                           | 95                           | 121               |
| <b>Total Revenues</b>                          | <b>\$ 244,678</b>            | <b>\$ 231,330</b> |
| Percent of PSAV revenues                       | 83.6 %                       | 85.8 %            |
| Percent of PEPM revenues                       | 9.6 %                        | 10.1 %            |
| Percent of other revenues                      | 6.8 %                        | 4.1 %             |

The Company currently reports revenues from data and analytics solutions in claims intelligence solutions and will likely do so until revenues from this solution line become more significant.

Due to the nature of our arrangements, certain estimates may be constrained if it is probable that a significant reversal of revenue will occur when the uncertainty is resolved. For our percentage of savings ("PSAV") contracts, portions of revenue that are recognized and collected in a reporting period may be returned or credited in subsequent periods. These credits are the result of payers not utilizing the discounts that were initially calculated, or differences between the Company's estimates of savings achieved for a client and the amounts self-reported in the following month by that same client. Significant judgment is required to estimate constrained variable consideration. We estimate constrained variable consideration based upon client-specific and aggregated factors as well as historical payment yields in addition to client contractual terms and performance guarantees.

The timing of payments from clients may generate contract assets or contract liabilities; however, these amounts are immaterial in the periods presented.

### Stock-Based Compensation

On March 1, 2025, the Company began granting a new type of award via the Claritev Corporation 2020 Omnibus Incentive Plan (the "2020 Omnibus Incentive Plan"), in the form of cash settled Restricted Stock Units ("cRSUs"). The Company granted 565.6 thousand shares with a fair value at grant date of \$8.2 million. The cRSUs vest in two tranches, one-half on each of the first and second anniversaries of the date of the grant. In the first quarter of 2026, the first tranche of cRSUs vested and paid. The second tranche is expected to vest on March 1, 2027.

The Company classifies the cRSUs as a liability on its condensed consolidated balance sheets as their vesting results in payment of cash by the Company. The cRSUs are adjusted to fair value at each reporting date.

Stock-based compensation is recognized as compensation expense, net of forfeitures, over the applicable requisite service period of the stock award using the straight-line method for the awards. The Company recognizes forfeitures as they occur.

### New Accounting Pronouncements Recently Adopted

*ASU 2025-05 Financial Instruments - Credit Losses (Topic 326) - Measurement of Credit Losses for Accounts Receivable and Contract Assets.* In July 2025, the FASB issued ASU 2025-05, which reduces the cost and complexity of applying Topic 326 to current accounts receivable and current contract assets arising from transactions accounted for under Topic 606. This ASU introduced a practical expedient, which simplifies the estimation approach used to determine expected credit losses. The standard is effective for all entities for annual and interim periods beginning after December 15, 2025, with early adoption

permitted, and applied prospectively. The Company adopted this standard on January 1, 2026 on a prospective basis, which did not materially impact our condensed consolidated financial statements during the quarter ended March 31, 2026.

*ASU 2025-06 Intangibles - Goodwill and other Internal-Use Software (Subtopic 350-40) - Targeted Improvements to the Accounting for Internal-Use Software.* In September 2025, the FASB issued ASU 2025-06, which modernizes the accounting for software costs that are accounted for under Subtopic 350-40. This ASU changes the cost capitalization threshold by eliminating accounting consideration of software project development stages and enhancing the guidance around the "probable-to-complete" threshold. The standard is effective for all entities for annual and interim periods beginning after December 15, 2027, with early adoption permitted, and may be applied using prospective approach, modified transition approach, or retrospective approach for all prior periods presented. The Company early adopted this standard on January 1, 2026 on a prospective basis which did not materially impact our condensed consolidated financial statements during the quarter ended March 31, 2026.

#### **New Accounting Pronouncements Issued but Not Yet Adopted**

*ASU 2024-03 Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40).* On November 4, 2024, the FASB issued ASU 2024-03, which requires disaggregated disclosure of income statement expenses for public business entities (PBEs). This ASU does not change the expense captions an entity presents on the face of the income statement; rather, it requires disaggregation of certain expense captions into specified categories in disclosures within the footnotes to the financial statements. The standard is effective for all PBEs for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027. Early adoption is permitted. We are currently evaluating the impact of this standard.

*ASU 2025-09 Derivatives and Hedging (Topic 815) - Hedge Accounting Improvements.* In November 2025, the FASB issued ASU 2025-09, which is to better portray the economic results of an entity's risk management activities in its financial statements and to make certain targeted improvements to simplify the application of the hedge accounting guidance. The standard is effective for public business entities for annual and interim periods beginning after December 15, 2026, with early adoption permitted, and applied prospectively. We are currently evaluating the impact of this standard.

*ASU 2025-11 Interim Reporting (Topic 270) - Narrow-Scope Improvements.* In December 2025, the FASB issued ASU 2025-11, which is to improve the navigability of the required interim disclosures and clarifying when the guidance is applicable. The standard is effective for public business entities for interim reporting periods within annual reporting periods beginning after December 15, 2028, with early adoption permitted, and applied either prospectively or retrospectively for all prior periods presented. We are currently evaluating the impact of this standard.

*ASU 2025-12 Codification Improvements.* In December 2025, the FASB issued ASU 2025-12, which is to facilitate Codification updates for a broad range of topics arising from technical corrections, unintended application of the Codification, clarifications, and other minor improvements. The standard is effective for all entities for annual and interim reporting periods beginning after December 15, 2026, with early adoption permitted, and applied either prospectively or retrospectively for all prior periods presented. We are currently evaluating the impact of this standard.

## 2. Goodwill and Other Intangible Assets

Other intangible assets consisted of the following (in thousands):

|                      | Weighted-average<br>amortization<br>period | March 31, 2026              |                             |                       | December 31, 2025           |                             |                       |
|----------------------|--------------------------------------------|-----------------------------|-----------------------------|-----------------------|-----------------------------|-----------------------------|-----------------------|
|                      |                                            | Gross<br>Carrying<br>Amount | Accumulated<br>Amortization | Net Carrying<br>Value | Gross<br>Carrying<br>Amount | Accumulated<br>Amortization | Net Carrying<br>Value |
| Client relationships | 15 years                                   | \$ 4,199,517                | \$ (2,721,405)              | \$ 1,478,112          | \$ 4,199,517                | \$ (2,651,110)              | \$ 1,548,407          |
| Provider network     | 15 years                                   | 896,800                     | (586,906)                   | 309,894               | 896,800                     | (571,959)                   | 324,841               |
| Technology           | 6 years                                    | 21,850                      | (12,766)                    | 9,084                 | 21,850                      | (12,213)                    | 9,637                 |
| Trade names          | 9 years                                    | 2,670                       | (1,484)                     | 1,186                 | 2,670                       | (1,421)                     | 1,249                 |
| Non-compete          | 5 years                                    | 1,000                       | (580)                       | 420                   | 1,000                       | (530)                       | 470                   |
| Total                |                                            | \$ 5,121,837                | \$ (3,323,141)              | \$ 1,798,696          | \$ 5,121,837                | \$ (3,237,233)              | \$ 1,884,604          |

Goodwill was as follows (in thousands):

|                        | March 31, 2026 | December 31, 2025 |
|------------------------|----------------|-------------------|
| Gross goodwill         | \$ 4,489,636   | \$ 4,489,636      |
| Accumulated impairment | (2,083,783)    | (2,083,783)       |
| Total goodwill         | \$ 2,405,853   | \$ 2,405,853      |

No impairment loss related to goodwill or indefinite-lived intangible assets was recorded during the three months ended March 31, 2026 and 2025.

## 3. Derivative Financial Instruments

The Company is exposed to interest risk on its floating rate debt. On September 12, 2023, the Company entered into three interest rate swap agreements with a total notional value of \$800.0 million to effectively convert a portion of its floating rate debt to a fixed-rate basis of 4.59% as a weighted-average across three swaps. The interest rate swap agreements are effective August 31, 2023 and mature on August 31, 2026. The principal objective of these contracts is to reduce the volatility of the cash flows in interest payments associated with the Company's floating rate debt, thus reducing the impact of interest rate changes on future interest payment cash flows. The Company's interest rate swaps are highly effective at offsetting the changes in cash outflows and therefore designated as cash flow hedging instruments.

The Company records derivatives on the condensed consolidated balance sheets at fair value, as described in *Note 5, Fair Value Measurements*. As of March 31, 2026 and December 31, 2025, the balance of derivatives was \$3.7 million and \$6.1 million, respectively, which was recorded in Other accrued expenses.

The following table represents the activity of cash flow hedges included in accumulated other comprehensive loss for the periods presented (in thousands):

|                                                                                          | 2026       | 2025       |
|------------------------------------------------------------------------------------------|------------|------------|
| Balance as of January 1, net of tax                                                      | \$ (4,172) | \$ (5,063) |
| Unrealized gain (loss) recognized in other comprehensive income before reclassifications | 3,466      | (1,330)    |
| Reclassifications of loss recognized to interest expense                                 | (1,645)    | (294)      |
| Balance as of March 31, net of tax                                                       | \$ (2,351) | \$ (6,687) |

#### 4. Long-Term Debt

Outstanding long-term debt is summarized below (in thousands):

|                                         | Character         | Priority         | Maturity   | Repayment | Coupon                   | March 31, 2026 | December 31, 2025 |
|-----------------------------------------|-------------------|------------------|------------|-----------|--------------------------|----------------|-------------------|
| 5.750% Notes                            | Notes             | Senior Unsecured | 11/1/2028  | Par       | 5.75%                    | \$ 5,310       | \$ 5,310          |
| 5.50% Notes                             | Notes             | Senior Secured   | 9/1/2028   | Par       | 5.50%                    | 5,814          | 5,814             |
| Senior Convertible PIK Notes            | Convertible Notes | Senior Unsecured | 10/15/2027 | Par       | Cash 6.00%, or PIK 7.00% | 420            | 420               |
| First-Out First Lien Term Loans         | Term Loan         | Senior Secured   | 12/31/2030 | Par       | Variable <sup>(1)</sup>  | 321,798        | 322,611           |
| Second-Out First Lien Term Loans        | Term Loan         | Senior Secured   | 12/31/2030 | Par       | Variable <sup>(2)</sup>  | 1,132,497      | 1,135,357         |
| Second-Out First Lien A Notes           | Notes             | Senior Secured   | 12/31/2030 | Par       | Cash 6.50% and PIK 5.00% | 635,816        | 627,998           |
| Second-Out First Lien B Notes           | Notes             | Senior Secured   | 12/31/2030 | Par       | 5.750%                   | 763,075        | 763,075           |
| Third-Out First Lien A Notes            | Notes             | Senior Secured   | 3/31/2031  | 107%      | Cash 6.00% and PIK 0.75% | 769,075        | 765,520           |
| Third-Out First Lien B Notes            | Notes             | Senior Secured   | 3/31/2031  | 107%      | Cash 6.00% and PIK 0.75% | 990,706        | 986,126           |
| Finance lease obligations, non-current  | Other             | Senior Secured   | 2028-2029  | Par       | 6.01%-6.78%              | 163            | 183               |
| Long-term debt                          |                   |                  |            |           |                          | 4,624,674      | 4,612,414         |
| Less: current portion of long-term debt |                   |                  |            |           |                          | (14,690)       | (14,690)          |
| Less: debt discounts, net               |                   |                  |            |           |                          | (17,934)       | (18,717)          |
| Less: debt issuance costs, net          |                   |                  |            |           |                          | (17,797)       | (18,567)          |
| Total Long-term debt, net               |                   |                  |            |           |                          | \$ 4,574,253   | \$ 4,560,440      |

(1) Interest on the First-Out First Lien Term Loans (as defined below) is calculated, at MPH Acquisition Holdings LLC's ("MPH") option, as (a) Term Secured Overnight Financing Rate ("Term SOFR") (or 0.50%, if higher) plus 3.75% or (b)(x) the highest rate of (1) the prime rate, (2) the federal funds effective rate plus 0.50%, (3) Term SOFR for an interest period of one month plus 1.00% and (4) 1.50% plus (y) 2.75%.

(2) Interest on the Second-Out First Lien Term Loans (as defined below) is calculated, at MPH's option, as (a) Term SOFR (or 0.50%, if higher) plus the applicable SOFR adjustment plus 4.60% or (b)(x) the highest rate of (1) the prime rate, (2) the federal funds effective rate plus 0.50%, (3) Term SOFR for an interest period of one month plus the applicable SOFR adjustment plus 1.00% and (4) 1.50% plus (y) 3.60%.

As of March 31, 2026, the aggregate future principal payments for long-term debt, excluding non-current finance lease liabilities (based on the outstanding long-term debt as of March 31, 2026 and assuming the payments are made at their respective anticipated payment dates) were as follows (in thousands):

|                                   |              |
|-----------------------------------|--------------|
| For the years ending December 31, |              |
| 2026                              | \$ 11,018    |
| 2027                              | 15,110       |
| 2028                              | 25,814       |
| 2029                              | 14,690       |
| 2030                              | 2,798,099    |
| Thereafter                        | 1,759,780    |
| Total                             | \$ 4,624,511 |

On January 30, 2025, the Company, MPH and certain other of the Company's direct and indirect subsidiaries completed the Refinancing Transaction. As used herein, references to the "Refinancing Transaction" are to the below transactions, which were consummated on January 30, 2025:

- separate offers to exchange (i) 5.50% Senior Notes due 2028 issued by MPH ("5.50% Notes") for a portion of (a) "first-out" first lien term loans maturing on December 31, 2030 under that certain Super Senior Credit Agreement, dated as of January 30, 2025 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "First Lien Credit Agreement"), by and among MPH, as borrower, MPH Acquisition, the parent guarantors from time to time party thereto, the co-obligors from time to time party thereto, the lenders from time to time party thereto, and Goldman Sachs Lending Partners LLC, as administrative agent, collateral agent, swingline lender, and a letter of credit issuer (such loans, the "First-Out First Lien Term Loans"), (b) "second-out" 6.50% cash & 5.00% PIK first lien notes due 2030 issued by MPH (the "Second-Out First Lien A Notes") and (c) "second-out" 5.75% first lien notes due 2030 issued by MPH (the "Second-Out First Lien B Notes" and, together with the Second-Out First Lien A Notes, the "Second-Out First Lien Notes"); (ii) 5.750% Senior Notes due 2028 issued by MPH ("5.750% Notes") for a portion of (a) Second-Out First Lien A Notes, (b) Second-Out First Lien B Notes and (c) "third-out" 6.00% cash & 0.75% PIK first lien notes due 2031 issued by MPH (the "Third-Out First Lien A Notes"); (iii) the 6.00% / 7.00% Convertible Senior PIK Toggle Notes due 2027 ("Senior Convertible PIK Notes") for a portion of (a) Second-Out First Lien A Notes, (b) Second-Out First Lien B Notes and (c) "third-out" 6.00% cash & 0.75% PIK first lien notes due 2031 issued by Claritev (the "Third-Out First Lien B Notes" and, together with the Third-Out First Lien A Notes, the "Third-Out First Lien Notes"); and (iv) MPH's existing term loans maturing on September 1, 2028 (such loans, the "Prior Term Loans") under that certain Credit Agreement, dated as of August 24, 2021 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prior First Lien Credit Agreement"), by and among MPH, as borrower, MPH Acquisition, the co-obligors from time to time party thereto, the lenders from time to time party thereto, and Goldman Sachs Lending Partners LLC, as administrative agent, collateral agent, swingline lender and a letter of credit issuer for a portion of (a) First-Out First Lien Term Loans and (b) "second-out" first lien term loans maturing on December 31, 2030 under the First Lien Credit Agreement (the "Second-Out First Lien Term Loans") (collectively, the "Exchange Offers");
- (i) the termination of all revolving credit commitments under the Prior First Lien Credit Agreement (such commitments, the "Prior Revolving Credit Commitments") and (ii) the establishment of \$350.0 million in "first-out" first lien revolving credit commitments terminating on December 31, 2029 under the First Lien Credit Agreement (such commitments, the "Revolving Commitments");
- the related consent solicitations (the "Consent Solicitations") to (i) holders of the 5.50% Notes, the 5.750% Notes and the Senior Convertible PIK Notes to remove substantially all of the covenants, certain events of default and certain other provisions contained in the indentures governing the 5.50% Notes, the 5.750% Notes and the Senior Convertible PIK Notes, and to release all of the collateral securing the 5.50% Notes and (ii) to holders of Prior Term Loans and Prior Revolving Credit Commitments to eliminate substantially all covenants, certain default provisions, and substantially all representations and warranties in the Prior First Lien Credit Agreement, as well as release certain of the collateral and guarantors thereunder, which had the effect of releasing (i) the same guarantors under the indentures governing the 5.50% Notes and the 5.750% Notes and (ii) the same collateral securing the 5.50% Notes; and
- the amendment to the Prior First Lien Credit Agreement (the "Credit Agreement Amendment") to (i) explicitly permit the Refinancing Transaction, (ii) eliminate substantially all affirmative covenants, negative covenants, representations and warranties and events of default set forth in the Prior First Lien Credit Agreement and (iii) release the Released Guarantors from their guarantee obligations and release any and all security interests or liens on the assets of such Released Guarantors.

As used herein, references to "Released Guarantors" are to (i) Benefits Science LLC, (ii) BST Acquisition Corp., (iii) American Lifecare Holdings, Inc., (iv) American Lifecare, Inc., (v) Statewide Independent PPO Inc., (vi) Private Healthcare Systems, Inc., (vii) HST, (viii) HST Acquisition Corp., (ix) Launchpoint Ventures, LLC, (x) DHP Acquisition Corp. and (xi) Data & Decision Science LLC.

Interest on the revolving loans (borrowed pursuant to MPH's \$350.0 million senior secured revolving credit facility maturing on December 31, 2029 under the First Lien Credit Agreement (the "2025 Revolving Credit Facility")) is calculated, at MPH's option, as (a) Term SOFR (or 0.00%, if higher) plus 3.75% or (b) (x) the highest rate of (1) the prime rate, (2) the federal funds effective rate plus 0.50%, (3) Term SOFR for an interest period of one month plus 1.00% and (4) 1.00% plus (y) 2.75%. We are obligated to pay a commitment fee on the average daily unused amount of our 2025 Revolving Credit Facility. The fee can range from an annual rate of 0.25% to 0.50% based on our consolidated first-out first lien debt to consolidated EBITDA ratio, as defined in the First Lien Credit Agreement.

As part of the Refinancing Transactions, we have incurred transaction expenses of \$72.0 million, of which \$63.9 million and \$8.0 million have been expensed as incurred for years ended December 31, 2024 and 2025, respectively, and are included in Transaction costs related to refinancing transaction in the condensed consolidated statements of operations and comprehensive loss. Debt issuance costs of \$6.4 million associated with the 2025 Revolving Credit Facility are included in other assets on the condensed consolidated balance sheets. As of March 31, 2026 and December 31, 2025, the unamortized debt issuance costs associated with the 2025 Revolving Credit Facility were \$4.9 million and \$5.2 million, respectively. As of March 31, 2026 and December 31, 2025, we have drawn \$125.0 million and \$20.0 million, respectively, under the 2025 Revolving Credit Facility loan and we have \$6.4 million and \$6.4 million, respectively, of outstanding letters of credit under such facility. Accordingly, we have access to an additional \$218.6 million and \$323.6 million, respectively, available for borrowing under the 2025 Revolving Credit Facility.

The Exchange Offers were treated as debt modifications, and all unamortized debt issue costs and discounts associated with the prior notes were ratably applied to the new notes issued, and will be amortized over the new term.

The financial covenant under the 2025 Revolving Credit Facility is such that, if as of the last day of any fiscal quarter of MPH (commencing with the fiscal quarter ended March 31, 2025), the aggregate amount of loans under the 2025 Revolving Credit Facility, letters of credit issued under the 2025 Revolving Credit Facility (to the extent not cash collateralized or backstopped or, in the aggregate, in excess of \$15.0 million) and swingline loans are outstanding and/or issued in an aggregate amount greater than 40.0% of the total commitments in respect of the 2025 Revolving Credit Facility at such time, the 2025 Revolving Credit Facility will require MPH to maintain a consolidated first-out, first lien debt to consolidated EBITDA ratio not to exceed 2.50 to 1.00. As of March 31, 2026 and December 31, 2025, we did not exceed the financial covenant threshold under the 2025 Revolving Credit Facility to warrant additional compliance testing.

As of March 31, 2026 and December 31, 2025, we were in compliance with all of the debt covenants.

## 5. Fair Value Measurements

### *Fair Value Hierarchy*

ASC 820, *Fair Value Measurements* states that fair value is an exit price representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability. The following three-tier fair value hierarchy has been used in determining the inputs used in measuring fair value:

- Level 1 — Unadjusted quoted prices in active markets. These are generally obtained from real-time quotes for transactions in active exchange markets involving identical assets or liabilities on the reporting date.
- Level 2 — Quoted prices for similar assets and liabilities in active markets. These are typically quoted prices for identical or similar instruments in markets that are not active, and model-derived valuation in which all significant inputs are observable in active markets.
- Level 3 — Unobservable inputs in which there is little or no market data, that are significant to the fair value of the assets or liabilities, which require the entity to develop its own assumptions.

### **Financial instruments**

The carrying value of cash and cash equivalents, trade accounts receivable, net, unbilled Independent Dispute Resolutions fee, net, other current assets, net, accounts payable, accrued interest, accrued taxes, accrued compensation and other accrued expenses, approximate their fair value due to their relatively short maturities.

The financial instrument that could potentially subject the Company to concentration of credit risk consists primarily of trade accounts receivable, net.

Cash and cash equivalents as of March 31, 2026 and December 31, 2025 did not include money market funds.

The Company's carrying amount and fair value of long-term debt consisted of the following (in thousands):

|                                               | March 31, 2026  |              | December 31, 2025 |              |
|-----------------------------------------------|-----------------|--------------|-------------------|--------------|
|                                               | Carrying Amount | Fair Value   | Carrying Amount   | Fair Value   |
| Long-term Debt:                               |                 |              |                   |              |
| 5.50% Notes                                   | \$ 5,814        | \$ 3,994     | \$ 5,814          | \$ 4,595     |
| 5.750% Notes                                  | 5,310           | 3,313        | 5,310             | 3,318        |
| Senior Convertible PIK Notes, net of discount | 420             | 285          | 420               | 285          |
| First-Out First Lien Term Loans               | 321,798         | 321,605      | 322,611           | 323,837      |
| Second-Out First Lien Term Loans              | 1,132,497       | 1,007,243    | 1,135,357         | 1,070,755    |
| Second-Out First Lien A Notes                 | 635,816         | 578,402      | 627,998           | 666,180      |
| Second-Out First Lien B Notes                 | 763,075         | 594,970      | 763,075           | 673,795      |
| Third-Out First Lien A Notes                  | 769,075         | 516,818      | 765,520           | 661,180      |
| Third-Out First Lien B Notes                  | 990,706         | 616,516      | 986,126           | 811,187      |
| Finance lease obligations                     | 163             | 163          | 183               | 183          |
| Total Long-term Debt                          | 4,624,674       | 3,643,309    | 4,612,414         | 4,215,315    |
| Less: debt discounts, net                     | (17,934)        | (17,934)     | (18,717)          | (18,717)     |
| Total Long-term debt, net of discount         | \$ 4,606,740    | \$ 3,625,375 | \$ 4,593,697      | \$ 4,196,598 |

We estimate the fair value of long-term debt using Level 2 inputs as they are not registered securities nor listed on any securities exchange but may be traded by qualified institutional buyers.

#### Recurring fair value measurements

The Company records interest rate swap on the condensed consolidated balance sheets at fair value, which represents the estimated amounts it would receive or pay upon termination of the derivative prior to the scheduled expiration date. The fair value is derived from model-driven information based on observable Level 2 inputs, such as SOFR forward rates.

The Company records cRSUs on the consolidated balance sheets at fair value, which represents the estimated amount it would pay upon vesting of the cRSUs prior to the vesting date. The fair value is derived from the Black-Scholes model based on observable Level 2 inputs. The fair value of cRSUs was \$4.3 million as of March 31, 2026, of which \$0.4 million was recognized for the three months ended March 31, 2026. The fair value of cRSUs was \$19.9 million as of December 31, 2025, of which \$8.3 million was recognized for the year ended December 31, 2025.

#### Non-recurring fair value measurements

We measure certain non-financial assets at fair value on a nonrecurring basis, primarily goodwill and long-lived tangible and intangible assets, in connection with periodic evaluations for potential impairment. We estimate the fair value of these assets using primarily unobservable inputs and, as such, these are considered Level 3 fair value measurements. There were no impairment charges for the three months ended March 31, 2026 and 2025.

## 6. Basic and Diluted Weighted Average Shares Outstanding

We have excluded from the calculation of diluted weighted average shares outstanding those instruments whose effect would have been antidilutive. The following table presents the weighted average number of shares outstanding and the computation of basic and diluted weighted average shares outstanding:

|                                                                | Three Months Ended March 31, |            |
|----------------------------------------------------------------|------------------------------|------------|
|                                                                | 2026                         | 2025       |
| Basic weighted average number of shares outstanding            | 16,692,340                   | 16,273,439 |
| Effect of potentially dilutive instruments                     | —                            | —          |
| Diluted weighted average number of shares                      | 16,692,340                   | 16,273,439 |
| Anti-dilutive warrants outstanding and unvested founder shares | —                            | 1,772,602  |
| Anti-dilutive Senior Convertible PIK Notes                     | 808                          | 808        |
| Anti-dilutive stock-based compensation awards                  | 2,003,842                    | 1,882,534  |

## 7. Commitments and Contingencies

### Commitments

The Company has certain irrevocable letters of credit used to satisfy real estate lease agreements for four of our offices in lieu of security deposits in the amount of \$4.4 million outstanding as of March 31, 2026 and \$4.4 million as of December 31, 2025. The Company also has an irrevocable letter of credit to satisfy the obligations of a captive insurance subsidiary in the amount of \$2.0 million and \$2.0 million as of March 31, 2026 and December 31, 2025, respectively.

### Claims and Litigation

We are a defendant in various lawsuits and other pending and threatened litigation and other adversarial matters which have arisen in the ordinary course of business as well as regulatory investigations, all which have arisen in the ordinary course of business. While the ultimate outcome with respect to such proceedings cannot be predicted with certainty, we do not currently believe they will have a material adverse effect on our financial condition or results of operations.

We have been named in numerous federal lawsuits, including putative class action lawsuits relating to litigation on the basis of alleged violation of antitrust laws, asserting that, among other things, the Company is conspiring with commercial health insurance payers to suppress out-of-network reimbursements in violation of applicable antitrust law. These lawsuits were initially filed in various venues, including the Southern District of New York, the Northern District of Illinois, and the Northern District of California, naming the Company and, in certain cases, certain payers, as defendants. The lawsuits have now been centralized in the Northern District of Illinois pursuant to a transfer order issued by the federal Judicial Panel on Multidistrict Litigation and assigned to the Honorable Matthew F. Kennelly. Consolidated complaints were filed on November 18, 2024 and the defendants filed joint motions to dismiss the consolidated complaints on January 16, 2025, which were granted in part and denied in part on June 3, 2025. Discovery in the case is ongoing. We believe these lawsuits are without merit and are vigorously defending the Company.

We accrue for costs associated with certain contingencies, including, but not limited to, settlement of legal proceedings, regulatory compliance matters and self-insurance exposures when such costs are probable and reasonably estimable. Such accruals are included in other accrued expenses on the condensed consolidated balance sheets. In addition, we accrue for legal fees incurred in defense of asserted litigation and regulatory matters as such legal fees are incurred. To the extent it is probable under our existing insurance coverage that we are able to recover losses and legal fees related to contingencies, we record such recoveries concurrently with the accrual of the related loss or legal fees. Significant management judgment is required to estimate the amounts of such contingent liabilities and the related insurance recoveries. In our determination of the probability and ability to estimate contingent liabilities and related insurance recoveries we consider the following: litigation exposure based on currently available information, consultations with external legal counsel, adequacy and applicability of existing insurance coverage and other pertinent facts and circumstances regarding the contingency. Liabilities established to provide for contingencies are adjusted as further information develops, circumstances change, or contingencies are resolved; and such changes are recorded in the consolidated statements of operations and comprehensive loss during the period of the change and appropriately reflected in other accrued expenses on the condensed consolidated balance sheets.

## 8. Segment Information

ASC 280, Segment Reporting, establishes standards for reporting information about operating segments. Operating segments are defined as components of an entity for which separate financial information is available and regularly reviewed by the chief operating decision maker. The Company's chief operating decision maker ("CODM") is the Chief Executive Officer. The Company manages its operations as a single segment for the purposes of assessing performance and making decisions. The Company's singular focus is being a leading value-added provider of data analytics and technology-enabled end-to-end cost management, payment and revenue integrity solutions to the healthcare industry.

The CODM assesses performance for our reporting segment and decides how to allocate resources based on consolidated net income (loss). The measure of segment assets is reported on the condensed consolidated balance sheets as total consolidated assets. The CODM uses net income (loss) to evaluate income generated from segment assets (return on assets) in deciding whether to reinvest profits into our segment or into other parts of the entity, such as for acquisitions or debt and equity repurchases. Additionally, we have identified personnel costs, stock-based compensation ("SBC"), and access and bill review fees as significant expenses that are regularly provided to the CODM and included in net income (loss). Personnel costs are defined as salaries and corresponding benefits (excluding SBC), severance costs, indirect costs such as recruitment fees, contract labor, and are presented net of capitalized costs. Stock-based compensation includes expense under the 2020 Omnibus Incentive Plan and ESPP. Access and bill review fees include fees for accessing non-owned third-party provider networks, expenses associated with vendor fees for database access and systems technology used to reprice claims, and outsourced

services. Third-party network expenses are fees paid to non-owned provider networks used to supplement our owned network assets to provide more network claim savings to our clients.

In addition, substantially all of the Company's revenues and long-lived assets are attributable to operations in the United States for the periods presented.

The following table presents summary results for our reporting segment for the periods presented (in thousands):

|                                                                                                 | Three Months Ended March 31, |             |
|-------------------------------------------------------------------------------------------------|------------------------------|-------------|
|                                                                                                 | 2026                         | 2025        |
| Revenues                                                                                        | \$ 244,678                   | \$ 231,330  |
| <b>Cost of Services ("COS")</b>                                                                 |                              |             |
| Personnel expenses excluding stock-based compensation                                           | 51,355                       | 47,879      |
| Stock-based compensation, including cRSUs                                                       | 2,386                        | 1,777       |
| Access and bill review fees                                                                     | 8,870                        | 5,507       |
| Other cost of service expenses                                                                  | 6,469                        | 5,273       |
| Costs of services (exclusive of depreciation and amortization of intangible assets shown below) | 69,080                       | 60,436      |
| <b>General and Administrative ("G&amp;A")</b>                                                   |                              |             |
| Personnel expenses excluding stock-based compensation                                           | 11,732                       | 16,768      |
| Stock-based compensation, including cRSUs                                                       | 3,442                        | 4,941       |
| Transformation costs                                                                            | 11,790                       | 7,728       |
| Other general and administrative expenses                                                       | 30,866                       | 17,531      |
| General and Administrative Expenses                                                             | 57,830                       | 46,968      |
| Depreciation                                                                                    | 25,183                       | 24,546      |
| Amortization of intangible assets                                                               | 85,908                       | 85,971      |
| Loss on disposal of leases                                                                      | 38                           | 3,317       |
| Loss on sale of assets                                                                          | —                            | 350         |
| Total expenses                                                                                  | 238,039                      | 221,588     |
| Operating income                                                                                | 6,639                        | 9,742       |
| Interest expense                                                                                | 99,542                       | 91,636      |
| Interest income                                                                                 | (182)                        | (488)       |
| Transaction costs related to refinancing transaction                                            | —                            | 7,792       |
| Loss on extinguishment of debt                                                                  | —                            | 670         |
| Net loss before taxes                                                                           | (92,721)                     | (89,868)    |
| Benefit for income taxes                                                                        | (19,161)                     | (18,549)    |
| Net loss                                                                                        | (73,560)                     | (71,319)    |
| Less: net loss attributable to non-controlling interests                                        | —                            | —           |
| Net loss attributable to Claritev Corporation                                                   | \$ (73,560)                  | \$ (71,319) |

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

### Forward-Looking Statements

*This item and other sections of this Quarterly Report on Form 10-Q contain forward-looking statements, within the meaning of Section 27A of the Securities Act of 1933, and Section 21E of the Securities Exchange Act of 1934 (the "Exchange Act"), as amended, which are subject to the "safe harbor" created by those sections based on management's beliefs and assumptions and on information currently available to management. Forward-looking statements provide current expectations of future events based on certain assumptions and include any statement that does not directly relate to any historical or current fact. Forward-looking statements can also be identified by words such as "future," "anticipates," "believes," "estimates," "expects," "intends," "predicts," "will," "would," "could," "can," "may," and similar terms. Forward-looking statements are not guarantees of future performance and the Company's actual results may differ significantly from the results discussed in the forward-looking statements. Factors that might cause such differences include, but are not limited to, those discussed in Part I, Item 1A of the 2025 Form 10-K under the heading "Risk Factors." Given these risks, uncertainties, and other factors, you should not place undue reliance on these forward-looking statements. Also, these forward-looking statements represent our estimates and assumptions only as of the date of this filing. We hereby qualify our forward-looking statements by these cautionary statements. The Company assumes no obligation to revise or update any forward-looking statements for any reason, except as required by law.*

*The following discussion and analysis of the Company's financial condition and results of operations should be read in conjunction with the information included in the Company's 2025 Annual Report on Form 10-K and the condensed consolidated financial statements and accompanying notes included in Part I, Item 1 in this Quarterly Report on Form 10-Q and risks described elsewhere in this Quarterly Report on Form 10-Q and our other filings with the Securities and Exchange Commission.*

### Company Overview

Claritev is a technology, data and insights company focused on improving transparency, affordability and quality across the healthcare system. We bring objective, market-based insights to some of the healthcare system's most complex decisions based on decades of claims expertise. By applying data, analytics, and experience, we help organizations across the healthcare ecosystem better understand costs, pricing, and payment dynamics. This clarity enables more informed decision-making, reduces friction, and improves how the healthcare system functions in service of greater affordability, alignment, and long-term sustainability.

Although the end beneficiaries of our solutions are employers and other plan sponsors and their health plan members, our direct clients are typically payers, including payers providing administrative services only, and third-party administrators, who go to market with our solutions to those end clients. We offer these payers a single interface to our solutions, which are used in combination or individually to reduce the medical cost burden on their health plan clients by lowering the per-unit cost of medical services incurred, managing the utilization of medical services, and increasing the likelihood that the services are reimbursed without error and accepted by the provider. We are a technology-enabled service provider and transaction processor and do not deliver healthcare services, provide or manage healthcare services, provide care or care management, or adjudicate or pay claims.

The Company, primarily through its operating subsidiary, Multiplan, Inc., d/b/a Claritev, offers its solutions nationally through a range of solution lines, which include:

- **Claims Intelligence Solutions** are designed to reduce medical cost through data-driven algorithms and insights that detect claims over-charges and either negotiate or recommend fair reimbursement for out-of-network medical costs using a variety of data sources and pricing algorithms. Within our claims intelligence solutions, the claim pricing solutions are generally priced based on a percentage of savings achieved. Also included in this category are solutions that enable lower cost health plans that feature reference-based pricing either in conjunction with or in place of a provider network. These solutions are generally priced at a bundled per-employee-per-month ("PEPM") rate;
- **Network Solutions** are designed to reduce medical cost by providing access to contracted discounts with healthcare providers with whom payers do not have a contractual relationship, through our expansive network of healthcare providers, which forms one of the largest independent preferred provider organizations in the United States. Our network solutions are priced based on either a percentage of savings achieved or at a per employee/member per month fee. This solution category also includes customized network development and management services for payers seeking to expand their network footprint using outsourced services. These solutions are generally priced on a per provider contract or other project-based price;
- **Payment and Revenue Integrity Solutions** are designed to reduce medical cost through data, technology, and clinical expertise deployed to identify and remove improper and unnecessary charges before or after claims are paid, or to

identify and help restore premium dollars underpaid by CMS for government health plans caused by discrepancies with enrollment-related data. Payment and revenue integrity solutions are generally priced based on a percentage of savings achieved; and

- **Data and Analytics Solutions** are designed to reduce medical costs through a next generation suite of solutions that apply modern methods of data science to produce descriptive, predictive, and prescriptive analytics that enable clients to optimize decision-making about plan design and network configurations and to support decision-making to improve clinical outcomes, plan performance, and competitive positioning. Data and analytics solutions are generally priced based on a subscription, licensing, or per-member-per month basis. The Company currently reports revenues from data and analytics solutions in claims intelligence solutions and will likely do so until revenues from this solution line become more significant.

We believe our solutions provide a strong value proposition to payers, their health plan customers and healthcare consumers, as well as to providers. Overall, our solution offerings aim to reduce healthcare costs in a manner that is orderly, efficient, and fair to all parties. In addition, because in most instances the fee for our services is linked to the savings we identify, our revenue model is aligned with the interests of our clients.

## Results of Operations

The following table provides the results of operations for the periods indicated (in thousands):

|                                                                                                 | Three months ended March 31, |             | Change     |          |
|-------------------------------------------------------------------------------------------------|------------------------------|-------------|------------|----------|
|                                                                                                 | 2026                         | 2025        | \$         | %        |
| Revenues                                                                                        | \$ 244,678                   | \$ 231,330  | \$ 13,348  | 5.8 %    |
| Costs of services (exclusive of depreciation and amortization of intangible assets shown below) | 69,080                       | 60,436      | 8,644      | 14.3 %   |
| General and administrative expenses                                                             | 57,830                       | 46,968      | 10,862     | 23.1 %   |
| Depreciation                                                                                    | 25,183                       | 24,546      | 637        | 2.6 %    |
| Amortization of intangible assets                                                               | 85,908                       | 85,971      | (63)       | (0.1)%   |
| Loss on disposal of leases                                                                      | 38                           | 3,317       | (3,279)    | (98.9)%  |
| Loss on sale of assets                                                                          | —                            | 350         | (350)      | (100.0)% |
| Total expenses                                                                                  | 238,039                      | 221,588     | 16,451     | 7.4 %    |
| Operating income                                                                                | 6,639                        | 9,742       | (3,103)    | (31.9)%  |
| Interest expense                                                                                | 99,542                       | 91,636      | 7,906      | 8.6 %    |
| Interest income                                                                                 | (182)                        | (488)       | 306        | (62.7)%  |
| Transaction costs related to refinancing transaction                                            | —                            | 7,792       | (7,792)    | (100.0)% |
| Loss on extinguishment of debt                                                                  | —                            | 670         | (670)      | (100.0)% |
| Net loss before taxes                                                                           | (92,721)                     | (89,868)    | (2,853)    | 3.2 %    |
| Benefit for income taxes                                                                        | (19,161)                     | (18,549)    | (612)      | 3.3 %    |
| Net loss                                                                                        | (73,560)                     | (71,319)    | (2,241)    | 3.1 %    |
| Less: net loss attributable to non-controlling interests                                        | —                            | —           | —          | n/a      |
| Net loss attributable to Claritev Corporation                                                   | \$ (73,560)                  | \$ (71,319) | \$ (2,241) | 3.1 %    |

## Revenues

The following table presents the total revenue for the periods presented (in thousands, except percentages):

|                                         | Three months ended March 31, |            | Change    |          |
|-----------------------------------------|------------------------------|------------|-----------|----------|
|                                         | 2026                         | 2025       | \$ Change | % Change |
| Claims intelligence solutions           | \$ 166,305                   | \$ 153,430 | \$ 12,875 | 8.4 %    |
| Network solutions                       | 47,476                       | 46,890     | 586       | 1.2 %    |
| Payment and revenue integrity solutions | 30,897                       | 31,010     | (113)     | (0.4)%   |
| Total revenue                           | \$ 244,678                   | \$ 231,330 | \$ 13,348 | 5.8 %    |

Revenues increased by \$13.3 million, or 5.8%, for the three months ended March 31, 2026, as compared to the three months ended March 31, 2025. This increase in revenues was due to the increase in Claims intelligence solutions revenues of \$12.9 million.

Claims intelligence solutions revenues increased by \$12.9 million, or 8.4%, for the three months ended March 31, 2026, as compared to the three months ended March 31, 2025. This increase in revenue was primarily due to an increase in Data iSight and partially offset by decrease in surprise bill services, primarily related to client and program attrition.

Network solutions revenues and Payment and revenue integrity solutions revenue remained stable in the three months ended March 31, 2026, as compared to the three months ended March 31, 2025.

*Costs of Services (exclusive of depreciation and amortization of intangible assets):*

The following table presents the total cost of services for the periods presented (in thousands, except percentages):

|                                                       | Three months ended March 31, |                  | Change          |               |
|-------------------------------------------------------|------------------------------|------------------|-----------------|---------------|
|                                                       | 2026                         | 2025             | \$              | %             |
| Personnel expenses excluding stock-based compensation | \$ 51,355                    | \$ 47,879        | \$ 3,476        | 7.3 %         |
| Stock-based compensation, including cRSUs             | 2,386                        | 1,777            | 609             | 34.3 %        |
| Access and bill review fees                           | 8,870                        | 5,507            | 3,363           | 61.1 %        |
| Other cost of service expenses                        | 6,469                        | 5,273            | 1,196           | 22.7 %        |
| <b>Total cost of services</b>                         | <b>\$ 69,080</b>             | <b>\$ 60,436</b> | <b>\$ 8,644</b> | <b>14.3 %</b> |

The increase in costs of services of \$8.6 million for the three months ended March 31, 2026 as compared to the three months ended March 31, 2025 was primarily due to the increase in personnel expenses of \$3.5 million and access and bill review fees of \$3.4 million.

*General and Administrative Expenses:*

The following table presents the total general and administrative expenses for the periods presented (in thousands, except percentages):

|                                                       | Three months ended March 31, |                  | Change           |               |
|-------------------------------------------------------|------------------------------|------------------|------------------|---------------|
|                                                       | 2026                         | 2025             | \$               | %             |
| Personnel expenses excluding stock-based compensation | \$ 11,732                    | \$ 16,768        | \$ (5,036)       | (30.0)%       |
| Stock-based compensation, including cRSUs             | 3,442                        | 4,941            | (1,499)          | (30.3)%       |
| Transformation costs                                  | 11,790                       | 7,728            | 4,062            | 52.6 %        |
| Other general and administrative expenses             | 30,866                       | 17,531           | 13,335           | 76.1 %        |
| <b>Total general and administrative expenses</b>      | <b>\$ 57,830</b>             | <b>\$ 46,968</b> | <b>\$ 10,862</b> | <b>23.1 %</b> |

The increase in general and administrative expenses of \$10.9 million for the three months ended March 31, 2026, as compared to the three months ended March 31, 2025 was primarily due to \$10.2 million of legal expenses related to certain antitrust matters and other transaction expenses, increase in transformation costs of \$4.1 million, offset by the decrease in personnel expenses of \$5.0 million, due to more personnel assigned to capital and transformation projects, and lower stock compensation of \$1.5 million.

*Depreciation Expense*

The increase in depreciation expenses of \$0.6 million, or 2.6% for the three months ended March 31, 2026 as compared to the three months ended March 31, 2025, were due to purchases of property and equipment, including internally generated capitalized software, partially offset by assets that were written off or became fully depreciated in the period.

*Interest Expense*

The increase in interest expense of \$7.9 million and 8.6% for the three months ended March 31, 2026 as compared to the three months ended March 31, 2025 was primarily due to the increase in average indebtedness outstanding during the periods.

As of March 31, 2026 and March 31, 2025, our total debt had an annualized weighted average cash interest rate of 6.88% and 6.96%, respectively, which decreased by 0.08%. As of December 31, 2025, our total debt had a weighted average cash interest rate of 6.92%.

*Interest Income*

The decrease in interest income of \$0.3 million and 62.7% for the three months ended March 31, 2026, as compared to the three months ended March 31, 2025 was primarily due to less interest earned on interest bearing bank accounts resulting from lower average invested cash and cash equivalents balances.

### *Benefit for income taxes*

Net loss before income taxes for the three months ended March 31, 2026 of \$92.7 million generated a benefit for income taxes of \$19.2 million. Net loss before income taxes for the three months ended March 31, 2025 of \$89.9 million generated a benefit for income taxes of \$18.5 million.

The effective tax rate for the three months ended March 31, 2026 differed from the statutory rate primarily due to non-deductible stock-based compensation expense, limitation on executive compensation and state taxes. The effective tax rate for the three months ended March 31, 2025 differed from the statutory rate primarily due to non-deductible stock-based compensation expense, limitations on executive compensation and state taxes.

### **Non-GAAP Financial Measures**

We use EBITDA, Adjusted EBITDA, and adjusted earnings per share ("Adjusted EPS") to evaluate our financial performance. EBITDA, Adjusted EBITDA, and Adjusted EPS are financial measures that are not presented in accordance with GAAP. We believe the presentation of these non-GAAP financial measures provides useful information to investors in assessing our financial condition and results of operations across reporting periods on a consistent basis by excluding items that we do not believe are indicative of our financial operating results of our core business.

These measurements of financial performance have important limitations as analytical tools and should not be considered in isolation or as a substitute for analysis of our results as reported under GAAP. Additionally, they may not be comparable to other similarly titled measures of other companies. Some of these limitations are:

- such measures do not reflect our cash expenditures or future requirements for capital expenditures or contractual commitments;
- such measures do not reflect changes in, or cash requirements for, our working capital needs;
- such measures do not reflect the significant interest expense, or cash requirements necessary to service interest or principal payments on our debt;
- such measures do not reflect any cash requirements for any future replacement of depreciated assets;
- such measures do not reflect the impact of stock-based compensation upon our results of operations;
- such measures do not reflect our income tax (benefit) expense or the cash requirements to pay our income taxes;
- such measures do not reflect the impact of certain cash charges resulting from matters we consider not to be indicative of our ongoing operations; and
- other companies in our industry may calculate these measures differently from how we do, limiting their usefulness as a comparative measure.

In evaluating EBITDA, Adjusted EBITDA, and Adjusted EPS, you should be aware that in the future we may incur expenses similar to those eliminated in the presentation.

EBITDA, Adjusted EBITDA, and Adjusted EPS are widely used measures of corporate profitability eliminating the effects of financing and capital expenditures from the operating results. We define EBITDA as net loss adjusted for interest expense, interest income, income tax (benefit) expense, depreciation, amortization of intangible assets, and non-income taxes. Non-income taxes includes personal property taxes, real estate taxes, sales and use taxes and franchise taxes which are included in cost of services and general and administrative expenses. We define Adjusted EBITDA as EBITDA further adjusted to eliminate the impact of certain items that we do not consider to be indicative of our core business, including other expenses, net, loss on sale of assets, including right-of-use assets, transformation costs, integration expenses, transaction costs related to refinancing transaction, loss on extinguishment of debt, and stock-based compensation, including cRSUs. See our condensed consolidated financial statements included in this Quarterly Report for more information regarding these adjustments. Adjusted EBITDA is used in our agreements governing our outstanding indebtedness for debt covenant compliance purposes. Our Adjusted EBITDA calculation is consistent with the definition of Adjusted EBITDA used in our debt instruments.

Adjusted EPS is used in reporting to our Board and executive management and as a component of the measurement of our performance. We believe that this measure provides useful information to investors because it is the profitability measure we use to evaluate earnings performance on a comparable year-to-year basis. Adjusted EPS is defined as net loss adjusted for amortization of intangible assets, other expenses, net, transformation costs, integration expenses, transaction costs related to refinancing transaction, loss on sale of assets, including right-of-use assets, loss on extinguishment of debt, stock-based compensation, including cRSUs, and tax effect of adjustments to arrive at adjusted net income divided by our basic weighted average number of shares outstanding.

The following table presents a reconciliation of net loss to EBITDA and Adjusted EBITDA for the periods presented (in thousands):

|                                                       | Three Months Ended March 31, |                   |
|-------------------------------------------------------|------------------------------|-------------------|
|                                                       | 2026                         | 2025              |
| Net loss                                              | \$ (73,560)                  | \$ (71,319)       |
| Adjustments:                                          |                              |                   |
| Interest expense                                      | 99,542                       | 91,636            |
| Interest income                                       | (182)                        | (488)             |
| Benefit for income tax                                | (19,161)                     | (18,549)          |
| Depreciation                                          | 25,183                       | 24,546            |
| Amortization of intangible assets                     | 85,908                       | 85,971            |
| Non-income taxes                                      | —                            | 553               |
| <b>EBITDA</b>                                         | <b>\$ 117,730</b>            | <b>\$ 112,350</b> |
| Adjustments:                                          |                              |                   |
| Other expenses, net <sup>(1)</sup>                    | 11,528                       | 2,764             |
| Loss on sale of assets, including right-of-use assets | 38                           | 3,667             |
| Transformation costs <sup>(2)</sup>                   | 11,790                       | 7,728             |
| Integration expenses                                  | —                            | 380               |
| Transaction costs related to refinancing transaction  | —                            | 7,792             |
| Loss on extinguishment of debt                        | —                            | 670               |
| Stock-based compensation, including cRSUs             | 5,828                        | 6,718             |
| <b>Adjusted EBITDA</b>                                | <b>\$ 146,914</b>            | <b>\$ 142,069</b> |

- (1) "Other expenses, net" represents impairment of other assets, non-integration related severance costs, legal expenses associated with the antitrust matters, start-up costs related to international expansion and miscellaneous non-recurring expenses.
- (2) "Transformation costs" represent costs directly associated with our multi-year transformation program called Vision 2030 which includes internal personnel costs for employees that have been either hired or redeployed and are fully dedicated to transformation activities, as well as other non-recurring and duplicative costs. At such time that internal personnel are redeployed to non-transformation activities, they will no longer be included as an adjustment herein.

The following table presents a reconciliation of net loss to Adjusted EPS for the periods presented (in thousands, except share and per share amounts):

|                                                         | Three Months Ended March 31, |                  |
|---------------------------------------------------------|------------------------------|------------------|
|                                                         | 2026                         | 2025             |
| Net loss                                                | \$ (73,560)                  | \$ (71,319)      |
| Adjustments:                                            |                              |                  |
| Amortization of intangible assets                       | 85,908                       | 85,971           |
| Other expenses, net <sup>(1)</sup>                      | 11,528                       | 2,764            |
| Loss on sale of assets, including right-of-use assets   | 38                           | 3,667            |
| Transformation costs <sup>(2)</sup>                     | 11,790                       | 7,728            |
| Integration expenses                                    | —                            | 380              |
| Transaction costs related to refinancing transaction    | —                            | 7,792            |
| Loss on extinguishment of debt                          | —                            | 670              |
| Stock-based compensation, including cRSUs               | 5,828                        | 6,718            |
| Estimated tax effect of adjustments                     | (25,621)                     | (24,621)         |
| <b>Adjusted net income</b>                              | <b>\$ 15,911</b>             | <b>\$ 19,750</b> |
| Weighted average shares outstanding - Basic and Diluted | 16,692,340                   | 16,273,439       |
| Net loss per share - Basic and Diluted                  | \$ (4.41)                    | \$ (4.38)        |
| <b>Adjusted earnings per share</b>                      | <b>\$ 0.95</b>               | <b>\$ 1.21</b>   |

- (1) "Other expenses, net" represents impairment of other assets, non-integration related severance costs, legal expenses associated with the antitrust matters, start-up costs related to international expansion and miscellaneous non-recurring expenses.
- (2) "Transformation costs" represent costs directly associated with our multi-year transformation program called Vision 2030 which includes internal personnel costs for employees that have been either hired or redeployed and are fully dedicated to transformation activities, as well as other non-recurring and duplicative costs. At such time that internal personnel are redeployed to non-transformation activities, they will no longer be included as an adjustment herein.



## Liquidity and Capital Resources

As of March 31, 2026, we had a cash balance of \$34.7 million, which includes cash and cash equivalents of \$21.3 million and restricted cash of \$13.4 million. Additionally, we have access to \$218.6 million of the total \$350.0 million loan availability under the 2025 Revolving Credit Facility.

As of March 31, 2026, we have drawn \$125.0 million under our 2025 Revolving Credit Facility Loan and we have \$6.4 million of outstanding letters of credit under such facility. Of these outstanding irrevocable letters of credit, we have four which are used to satisfy real estate lease security deposit requirements for our offices in lieu of cash deposits in an aggregate amount of \$4.4 million as of March 31, 2026 and December 31, 2025, respectively. The Company also has an irrevocable letter of credit to satisfy the obligations of a captive insurance subsidiary in the amount of \$2.0 million as of March 31, 2026 and December 31, 2025.

Our primary sources of liquidity are internally generated funds combined with our borrowing capacity under our 2025 Revolving Credit Facility. We believe these sources will provide sufficient liquidity for us to meet our working capital, and capital expenditure and other cash requirements for the next twelve months. We may from time to time at our sole discretion purchase, redeem or retire our long-term debt, through tender offers, in privately negotiated or open market transactions or otherwise. We plan to finance our capital expenditures with cash from operations. Furthermore, our future liquidity and future ability to fund capital expenditures, working capital, and debt requirements are also dependent upon our future financial performance, which may be subject to many economic, commercial, financial and other factors that are beyond our control, including the ability of financial institutions to meet their lending obligations to us. If those factors significantly change, our business may not be able to generate sufficient cash flow from operations or future borrowings may not be available to meet our liquidity needs. We anticipate that to the extent we require additional liquidity as a result of these factors or in order to execute our strategy, it would be financed either by borrowings under our senior secured credit facilities, by other indebtedness, additional equity financings, sale of assets, or a combination of the foregoing. We may be unable to obtain any such additional financing on reasonable terms or at all.

## Cash Flow Summary

The following table is derived from our condensed consolidated statements of cash flows (in thousands):

|                                                            | Three months ended March 31, |                 |
|------------------------------------------------------------|------------------------------|-----------------|
|                                                            | 2026                         | 2025            |
| Net cash flows provided by (used in):                      |                              |                 |
| Operating activities                                       | \$ (45,779)                  | \$ (30,056)     |
| Investing activities                                       | (46,767)                     | (38,866)        |
| Financing activities                                       | 98,933                       | 73,150          |
| Net increase in cash, cash equivalents and restricted cash | <u>\$ 6,387</u>              | <u>\$ 4,228</u> |

*For the three months ended March 31, 2026 as compared to the three months ended March 31, 2025*

### *Cash Flows from Operating Activities*

Cash flows from operating activities decreased by \$15.7 million, primarily due to unfavorable changes in working capital, partially offset by higher earnings once adjusted for non-cash items. Changes in our working capital requirements primarily reflect the timing of collection on trade accounts receivable, net and payment of accounts payable, accrued expenses and liabilities, and accrued interest.

### *Cash Flows from Investing Activities*

Net cash used in investing activities increased by \$7.9 million, as compared to the prior-year period, due to increased investments in technologies to support our transformation initiatives.

### *Cash Flows from Financing Activities*

Net cash provided by financing activities increased by \$25.8 million as compared to the prior-year period, primarily due to the increase in net borrowing of \$25.0 million on our 2025 Revolving Credit Facility to fund the working capital needs.

## **Term Loans and Revolvers**

In connection with the Refinancing Transaction that closed on January 30, 2025, MPH issued senior secured credit facilities composed of \$325.0 million of First-Out First Lien Term Loans and \$1,143.9 million of Second-Out First Lien Term Loans (collectively, the "First Lien Term Loans") and entered into a \$350.0 million 2025 Revolving Credit Facility. The First Lien Term Loans mature on December 31, 2030 and the 2025 Revolving Credit Facility matures on December 31, 2029.

See *Note 4, Long-Term Debt* of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q for additional information.

### *Interest Rate Swap Agreements*

The Company is exposed to interest rate risk on its floating rate debt. On September 12, 2023, the Company entered into three interest rate swap agreements with a total notional value of \$800.0 million to effectively convert a portion of its floating rate debt to a fixed-rate basis of 4.59% as a weighted-average across the three swaps. The interest rate swap agreements are effective August 31, 2023 and mature on August 31, 2026. The principal objective of these contracts is to reduce the volatility of the cash flows in interest payments associated with the Company's floating rate debt, thus reducing the impact of interest rate changes on future interest payment cash flows. The Company's interest rate swaps are highly effective at offsetting the changes in cash outflows and therefore designated as cash flow hedging instruments. The Refinancing Transaction did not have an impact on these interest swap agreements.

See *Note 3, Derivative Financial Instruments* of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q for additional information.

## **Senior Notes**

In connection with the Exchange Offers on January 30, 2025, \$1,044.2 million, \$974.5 million, and \$1,253.5 million of the 5.50% Notes, the 5.750% Senior Notes, and the Senior Convertible PIK Notes, respectively, were cancelled. Accordingly, following completion of the Exchange Offers, \$5.8 million, \$5.3 million, and \$0.4 million of the 5.50% Notes, the 5.750% Senior Notes, and the Senior Convertible PIK Notes, respectively, remain outstanding.

On January 30, 2025, MPH issued \$600.2 million and \$763.1 million in aggregate principal amount of Second-Out First Lien A Notes and Second-Out First Lien B Notes, respectively, with a maturity date of December 31, 2030. MPH issued \$752.5 million and \$969.4 million in aggregate principal amount of Third-Out First Lien A Notes and Third-Out First Lien B Notes, respectively, with a maturity date of March 31, 2031.

See *Note 4, Long-Term Debt* of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q for additional information.

## **Guarantees and Security**

There have been no changes to guarantees and security described in *Note 9, Long-Term Debt* of the Notes to the Consolidated Financial Statements included in our 2025 Annual Report on Form 10-K.

## **Debt Covenants and Events of Default**

As of March 31, 2026 and December 31, 2025 we were in compliance with all of the debt covenants.

There have been no changes to the debt covenants and events of default described in *Note 9, Long-Term Debt* of the Notes to the Consolidated Financial Statements in our 2025 Annual Report on Form 10-K.

## **Critical Accounting Policies and Estimates**

The preparation of condensed consolidated financial statements and related disclosures in conformity with GAAP and the Company's discussion and analysis of its financial condition and operating results, require the Company's management to make judgments, assumptions, and estimates, which we believe are reasonable and prudent based on the available facts and circumstances. These judgments, assumptions and estimates affect the amounts reported. There have been no material changes to the Company's critical accounting policies and estimates described in Part II, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our 2025 Annual Report on Form 10-K.

## **Client Concentration**

One client individually accounted for 33.6% of revenue for the three months ended March 31, 2026. Two clients individually accounted for 29.2% and 10.4% of revenues for the year ended December 31, 2025. The loss of the business of one

or more of our larger clients could have a material adverse effect on our results of operations. For further discussion on our client concentration, please refer to Part I, Item 1A. "Risk Factors" in our 2025 Annual Report on Form 10-K.

#### **Recent Accounting Pronouncements**

See *Note 1, General Information and Basis of Accounting* of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q for additional information.

#### **Quantitative and Qualitative Disclosure About Market Risk**

See Item 3. "Quantitative and Qualitative Disclosure about Market Risk" below.

#### **Internal Controls Over Financial Reporting**

For further information on the Company's internal controls over financial reporting see Item 4. "Controls and Procedures".

### **Item 3. Quantitative and Qualitative Disclosures About Market Risk**

There have been no material changes in the market risks described in Part II, Item 7A. "Quantitative and Qualitative Disclosure about Market Risk" in our 2025 Annual Report on Form 10-K.

### **Item 4. Controls and Procedures**

#### **Evaluation of Disclosure Controls and Procedures**

Under the supervision and with the participation of our management, including the Company's principal executive officer and principal financial and accounting officer, the Company conducted an evaluation of the effectiveness of our disclosure controls and procedures as of the end of the period covered by this report, as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act. Based on this evaluation, our principal executive officer and principal financial and accounting officers have concluded that, as of March 31, 2026, as a result of the material weakness in our internal control over financial reporting described below, our disclosure controls and procedures were not effective to provide reasonable assurance that the information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and our Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

#### **Previously Identified Material Weaknesses in Internal Control over Financial Reporting**

As of December 31, 2025, the Company identified material weaknesses over certain information technology ("IT") general controls that were disclosed in Part II, Item 9A of the Company's Form 10-K, which remained unremediated as of March 31, 2026. Specifically, we did not design and maintain effective controls over certain IT general controls for certain information systems that are relevant to the preparation of our financial statements. Specifically, we did not design and maintain: (i) program change management controls to ensure that program and data changes are identified, tested, authorized and implemented appropriately and (ii) user access controls to ensure appropriate segregation of duties and to adequately restrict user and privileged access to appropriate personnel.

These control deficiencies did not result in a material misstatement to the annual or interim consolidated financial statements previously filed or included in this Form 10-Q.

#### **Remediation Plan**

Management has evaluated the deficiencies described above and is actively developing a remediation plan designed to strengthen our IT general control processes and controls. This plan will include, but is not limited to, (i) implementing new controls and/or modifying existing controls, including user access and change management controls and (ii) training of relevant personnel on the design and operation of any new or modified IT general controls. The remediation plan is subject to ongoing management review, as well as oversight by the Audit Committee of our Board of Directors.

The implementation of the remediation plan continued during the three months ended March 31, 2026, and the Company is committed to remediating these material weaknesses and expects to complete the implementation of its remediation plan during the fiscal year 2026. We believe our remediation plan will address the deficiencies described above; however, deficiencies will not be considered fully remediated until the applicable controls operate for a sufficient period of time and management has

concluded, through testing, that these controls are operating effectively. We will continue to monitor the design and effectiveness of these and other processes, procedures and controls and make further changes as appropriate.

#### **Changes in Internal Control Over Financial Reporting**

There have been no changes in our internal control over financial reporting during the three months ended March 31, 2026, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

#### **Inherent Limitations on Effectiveness of Controls**

Management recognizes that a control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud or error, if any, have been detected.

## Part II - Other Information

### Item 1. Legal Proceedings

We are a defendant in various lawsuits and other pending and threatened litigation and other adversarial matters as well as regulatory investigations, all of which have arisen in the ordinary course of business. While the ultimate outcome with respect to such proceedings cannot be predicted with certainty, we believe they will not have a material adverse effect on our financial condition or results of operations. Refer to "Claims and Litigation" in *Note 7, Commitments and Contingencies*, of Notes to Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q for additional information.

### Item 1A. Risk Factors

There have been no material changes during the three months ended March 31, 2026 to the risk factors previously disclosed in Part I, Item 1A. "Risk Factors" in the Company's 2025 Annual Report on Form 10-K.

### Item 5. Other Information

During the three months ended March 31, 2026, none of our officers or directors adopted or terminated any contract, instruction or written plan for the purchase or sale of our securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any "non-Rule 10b5-1 trading arrangement."

In connection with its annual review of compensation arrangements currently in place, on May 4, 2026 the Company amended: (i) the employment agreement (the "CEO Employment Agreement") with its Chief Executive Officer, Travis S. Dalton (the "CEO"); (ii) the employment agreement (the "CFO Employment Agreement") with its Chief Financial Officer, Douglas M. Garis (the "CFO"); and (iii) the letter agreements with Jerome W. Hogge, Michael C. Kim, Tiffani D. Misencik, Carol H. Nutter, Tara A. O'Neil and William B. Mintz (the "Executives"). The primary purpose of each letter/amendment was to extend the time after a change in control that such individual would be entitled to severance from one year to two years. Additionally:

- The CEO acknowledged that his 2026 annual equity grant would be in the form of a grant of time-based restricted stock units subject to a four-year vesting period with a grant date fair value of \$6,750,000 and performance-based restricted stock units, with a grant date fair value of \$2,250,000, subject to the terms described in the award agreement.
- The CEO acknowledged that his target bonus percentage for 2026 would be 150% of his 2026 earned base salary, which would be based on annual base salary actually paid to the CEO in 2026.
- The Company and CFO clarified the bonus provision of the CFO Employment Agreement would be based on annual base salary actually paid to the CFO during the applicable year.

### Item 6. Exhibits

| Exhibit Number | Description                                                                                                                                                                                               | Incorporated by Reference |           |         |                |                |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-----------|---------|----------------|----------------|
|                |                                                                                                                                                                                                           | Form                      | File No.  | Exhibit | Filing Date    | Filed Herewith |
| 10.1#          | <a href="#">Amendment No. 4 to 2020 Omnibus Incentive Plan.</a>                                                                                                                                           | 8-K                       | 001-39228 | 10.1    | April 30, 2026 |                |
| 10.2#          | <a href="#">Amendment No. 2 to Employee Stock Purchase Plan.</a>                                                                                                                                          |                           |           |         |                | X              |
| 10.3#          | <a href="#">Second Amendment to Employment Agreement, dated May 4, 2026, between the Registrant and Travis Dalton.</a>                                                                                    |                           |           |         |                | X              |
| 10.4#+         | <a href="#">Employment Agreement Amendment Letter, dated May 4, 2026, between the Registrant and Travis Dalton.</a>                                                                                       |                           |           |         |                | X              |
| 10.5#          | <a href="#">Second Amendment to Employment Agreement, dated May 4, 2026, between the Registrant and Douglas Garis.</a>                                                                                    |                           |           |         |                | X              |
| 10.6#          | <a href="#">Form of Executive Officer Restricted Stock Unit Award under the 2020 Omnibus Incentive Plan.</a>                                                                                              |                           |           |         |                | X              |
| 10.7#          | <a href="#">Form of Chief Executive Officer Restricted Stock Unit Award under the 2020 Omnibus Incentive Plan.</a>                                                                                        |                           |           |         |                | X              |
| 10.8#+         | <a href="#">Form of Executive Officer Performance Unit Award Agreement under the 2020 Omnibus Incentive Plan.</a>                                                                                         |                           |           |         |                | X              |
| 10.9#+         | <a href="#">Form of Chief Executive Officer Performance Unit Award Agreement under the 2020 Omnibus Incentive Plan.</a>                                                                                   |                           |           |         |                | X              |
| 10.10#         | <a href="#">Form of Severance Letter Amendment for Executives.</a>                                                                                                                                        |                           |           |         |                | X              |
| 31.1           | <a href="#">Certification of Principal Executive Officer Pursuant to Securities Exchange Act Rules 13-a - 14(a) and 15-d-14(a), as adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a> |                           |           |         |                | X              |
| 31.2           | <a href="#">Certification of Principal Financial Officer Pursuant to Securities Exchange Act Rules 13-a - 14(a) and 15-d-14(a), as adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a> |                           |           |         |                | X              |
| 32.1           | <a href="#">Certification of Principal Executive Officer Pursuant to 18 U.S.C. of Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>                                 |                           |           |         |                | X              |
| 32.2           | <a href="#">Certification of Principal Financial Officer Pursuant to 18 U.S.C. of Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>                                 |                           |           |         |                | X              |
| 101 INS        | XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.                                           |                           |           |         |                | X              |

|         |                                                                                                                                     |   |
|---------|-------------------------------------------------------------------------------------------------------------------------------------|---|
| 101 SCH | Inline XBRL Taxonomy Extension Schema Document                                                                                      | X |
| 101 CAL | Inline XBRL Taxonomy Extension Calculation Linkbase Document                                                                        | X |
| 101 DEF | Inline XBRL Taxonomy Extension Definition Linkbase Document                                                                         | X |
| 101 LAB | Inline XBRL Taxonomy Extension Label Linkbase Document                                                                              | X |
| 101 PRE | Inline XBRL Taxonomy Extension Presentation Linkbase Document                                                                       | X |
| 104     | Cover Page Interactive Data File (formatted as Inline XBRL with applicable taxonomy extension information contained in Exhibit 101) | X |

+ The schedules and/or exhibits to this agreement have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished to the SEC upon request.

# Management contract or compensatory plan or arrangement.

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Quarterly Report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: May 7, 2026

Claritev Corporation

By: /s/ Douglas M. Garis

Douglas M. Garis

Executive Vice President and Chief Financial Officer

**AMENDMENT NO. 2 TO CLARITEV CORPORATION  
2023 EMPLOYEE STOCK PURCHASE PLAN**

This Amendment No. 2 (this “**Amendment**”) to the Claritev Corporation (the “**Company**”) 2023 Employee Stock Purchase Plan, as amended (the “**Plan**”), is effective as of April 28, 2026.

**WHEREAS**, the Company maintains the Plan;

**WHEREAS**, capitalized terms not herein defined shall have the applicable meanings set forth in the Plan; and

**WHEREAS**, Section 22(b) of the Plan permits certain amendments to the Plan without stockholder approval, subject to Board or Administrator approval, and the Administrator has approved this Amendment as of April 28, 2026.

**NOW, THEREFORE**, the Plan is amended as follows:

1. The definition of “Purchase Price” set forth in the Plan shall be amended and replaced in its entirety with the following:

“**Purchase Price**” means, except as provided below, with respect to the purchase of one share of Common Stock in connection with an Offering, an amount equal to 85% of the lesser of the Fair Market Value of one share of Common Stock (i) as of the first day of the Offering Period (the “**First Offering Period Date**”); and (ii) as of the Purchase Date; provided however if the First Offering Period Date or Purchase Date is not a Trading Day, then on the last preceding date that constituted a Trading Day. Notwithstanding the foregoing, the Administrator may establish for any Offering, prior to the Grant Date, that the Purchase Price will be determined in another manner that is permitted under Code section 423; provided that in no event shall the Purchase Price be less than as described immediately above.

2. All provisions of the Plan that are not expressly modified hereby shall remain in full force and effect. All references in the Plan to “the Plan” shall mean the Plan as amended by this Amendment.

\*\*\*

## SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This **SECOND AMENDMENT TO EMPLOYMENT AGREEMENT** (this “**Second Amendment**”) is made and entered into May 4, 2026 (the “**Second Amendment Effective Date**”), by and between Claritev Corporation, a Delaware corporation (together with any successor thereto, the “**Company**”), and Travis Dalton (the “**Executive**”).

**WHEREAS**, the Company and the Executive entered into that certain Employment Agreement (the “**Initial Employment Agreement**”), effective December 28, 2023, and that certain First Amendment effective February 28, 2025 (the “**First Amendment**” and together with the Initial Employment Agreement, the “**Employment Agreement**”);

**WHEREAS**, pursuant to Section 15 of the Employment Agreement, the Employment Agreement may be amended by an instrument in writing signed by the Executive and a duly authorized officer of the Company who is not the Executive;

**WHEREAS**, the Company and the Executive desire to amend certain provisions of the Employment Agreement in the manner provided for in this Second Amendment; and

**WHEREAS**, capitalized terms not herein defined shall have the applicable meanings set forth in the Employment Agreement.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises and mutual covenants and conditions contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. **Amendments to Employment Agreement**

(a) Section 4(b)(iv) (as amended by the First Amendment) is hereby deleted in its entirety and replaced with the following:

“if such termination occurs during the two-year period beginning on the date of a Change in Control and ending on the two-year anniversary thereof, (x) the multiple used for the payments made pursuant to Section 4(b)(ii) shall instead be two (2.0) times and such payments shall instead be payable in twenty-four (24) substantially equal monthly installments, and (y) the payments made pursuant to Section 4(b)(iii) shall instead be for up to a period of twenty-four (24) months; and”

2. All provisions of the Employment Agreement that are not expressly modified hereby shall remain in full force and effect. From and after the Second Amendment Effective Date, all references to the “Employment Agreement” in the First Amendment or in this Second Amendment or to the “Agreement” in the Initial Employment Agreement shall mean the Employment Agreement as amended by this Second Amendment.

---

**IN WITNESS WHEREOF**, the Company, by its duly authorized officer, and the Executive, have executed this Second Amendment effective as of the Second Amendment Effective Date.

**CLARITEV CORPORATION**

By: /s/ Carol Nutter

Name: Carol Nutter

Title: Chief People Officer

**EXECUTIVE**

By: /s/ Travis Dalton

Name: Travis Dalton

**Exhibits to this exhibit have been omitted in accordance with Item 601(a)(5) of Regulation S-K. The Registrant undertakes to furnish a copy of all omitted exhibits to the U.S. Securities and Exchange Commission upon its request.**

May 4, 2026

Mr. Travis Dalton Claritev Corporation

Re: Agreement regarding Employment Agreement Amendment and 2026 Annual Grant Dear Travis:

This letter sets forth our agreement with respect to an amendment (the “Amendment”), in the form attached hereto as Exhibit A, that we have agreed will be made to the Employment Agreement, effective as of December 28, 2023, between Claritev Corporation (formerly known as MultiPlan Corporation), a Delaware corporation (the “Company”), and you, as amended (the “Employment Agreement”), and the Annual Grant you are entitled to receive from the Company for the 2026 annual grant cycle and your target Annual Bonus for 2026. Terms used but not defined herein have the meanings ascribed to them in the Employment Agreement.

You and the Company have agreed that you and the Company will execute the Amendment simultaneously with this letter and that:

- (i) notwithstanding Section 2(c)(iii) of the Employment Agreement, your Annual Grant for the 2026 annual grant cycle will be granted in the form of Restricted Stock Units having a grant date value of \$6.75 million (the “2026 RSUs”), to be granted pursuant to the form of Restricted Stock Unit Grant Notice and Award Agreement attached hereto as Exhibit B, and Performance-Based Restricted Stock Units (together with the 2026 RSUs, the “2026 Awards”) having a grant date value of \$2.25 million, to be granted pursuant to the form of Performance-Based Restricted Stock Unit Grant Notice/Award Agreement attached hereto as Exhibit C. The 2026 Awards will be granted in connection with the Company’s 2026 annual grant cycle in full satisfaction of your right to receive an Annual Grant for 2026. For the avoidance of doubt, the 2026 RSUs will be considered an “Annual Grant” for all purposes under the Employment Agreement; and
- (ii) notwithstanding Section 2(b) of the Employment Agreement, your Annual Bonus compensation for 2026 shall be targeted at 150% of your 2026 Earned Base Salary, where 2026 Earned Base Salary is your Annual Base Salary actually paid to you during 2026.

This letter will be governed by, and will be construed and enforced in accordance with, the laws of the state of Maryland without regard to the conflicts of laws and principles of that jurisdiction.

Subject to Section 14 of the Employment Agreement, this letter and the Employment Agreement, together with the 2026 Awards, contain the entire agreement between the parties concerning the subject matter hereof and supersede all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties with respect to the subject matter hereof. Except as specifically set forth in this letter, all other terms and conditions of the Employment Agreement shall remain in full force and effect. This letter may not be altered or amended except by an agreement in writing signed by all parties. This letter may be signed in counterparts.

If the foregoing accurately reflects our agreement, please execute the enclosed copy of this letter.

[Signature Page Follows]

Very truly yours,

**CLARITEV CORPORATION**

By: /s/ Carol Nutter

Name: Carol Nutter

Title: Chief People Officer

**AGREED TO BY EXECUTIVE:**

By: /s/ Travis Dalton

Name: Travis Dalton

[Signature Page to Letter Agreement]

## SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This **SECOND AMENDMENT TO EMPLOYMENT AGREEMENT** (this “**Second Amendment**”) is made and entered into May 4, 2026 (the “**Second Amendment Effective Date**”), by and between Claritev Corporation, a Delaware corporation (together with any successor thereto, the “**Company**”), and Douglas Garis (the “**Executive**”).

**WHEREAS**, the Company and the Executive entered into that certain Employment Agreement (the “**Initial Employment Agreement**”), effective July 31, 2024, and that certain First Amendment effective February 27, 2025 (the “**First Amendment**” and together with the Initial Employment Agreement, the “**Employment Agreement**”);

**WHEREAS**, pursuant to Section 15 of the Employment Agreement, the Employment Agreement may be amended by an instrument in writing signed by the Executive and a duly authorized officer of the Company who is not the Executive;

**WHEREAS**, the Company and the Executive desire to amend certain provisions of the Employment Agreement in the manner provided for in this Second Amendment; and

**WHEREAS**, capitalized terms not herein defined shall have the applicable meanings set forth in the Employment Agreement.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises and mutual covenants and conditions contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. **Amendments to Employment Agreement**

(a) The second sentence of Section 2(b) is hereby deleted in its entirety and replaced with the following:

“The Executive’s Annual Bonus compensation under such incentive program shall be targeted at 100% of his Annual Paid Base Salary (the “Target Bonus Amount”), with a maximum Annual Bonus of 150% of Annual Paid Base Salary and each subject to adjustment as determined by the Compensation Committee. “Annual Paid Base Salary” means the Executive’s Annual Base Salary actually paid to him during the applicable calendar year.”

(b) Section 4(b)(i) (as amended by the First Amendment) is hereby amended by deleting the text following “provided, however,” and replacing it with the following:

“that if such termination pursuant to Section 4(b) occurs during the two-year period beginning on the date of a Change in Control and ending on the two-year anniversary thereof (the “Change in Control Period”), (x) the multiple used for the payments made pursuant to this Section 4(b)(i) shall instead be one and one-half (1.5) times and such payments shall instead be payable in eighteen (18) substantially equal monthly installments; and

2. All provisions of the Employment Agreement that are not expressly modified hereby shall remain in full force and effect. From and after the Second Amendment Effective Date, all references to the “Employment Agreement” in the First Amendment or this Second Amendment or to the “Agreement” in

the Initial Employment Agreement shall mean the Employment Agreement as amended by this Second Amendment.

**IN WITNESS WHEREOF**, the Company, by its duly authorized officer, and the Executive, have executed this Second Amendment effective as of the Second Amendment Effective Date.

**CLARITEV CORPORATION**

By: /s/Carol Nutter

Name: Carol Nutter

Title: Chief People Officer

**EXECUTIVE**

By: /s/Douglas Garis

Name: Douglas Garis

**RESTRICTED STOCK UNIT GRANT NOTICE UNDER THE  
CLARITEV CORPORATION  
2020 OMNIBUS INCENTIVE PLAN**

Claritev Corporation, a Delaware corporation (the “Company”), pursuant to its 2020 Omnibus Incentive Plan, as it may be amended and restated from time to time (the “Plan”), hereby grants to the Participant set forth below the number of Restricted Stock Units set forth below (the “Awarded Units”). The Awarded Units are subject to all of the terms and conditions in this Restricted Stock Unit Grant Notice (this “Grant Notice”), in the Restricted Stock Unit Agreement (attached hereto) and in the Plan, all of which are incorporated herein in their entirety. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Plan.

|                                          |                                                                                                                       |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <b>Participant:</b>                      | [•]                                                                                                                   |
| <b>Date of Grant:</b>                    | [•]                                                                                                                   |
| <b>Vesting Commencement Date:</b>        | [•]                                                                                                                   |
| <b>Number of Restricted Stock Units:</b> | [•]                                                                                                                   |
| <b>Vesting Schedule:</b>                 | Ratably over four years (i.e., 25% on each anniversary of the Date of Grant)                                          |
| <b>Dividend Equivalents:</b>             | The Awarded Units shall be credited with dividend equivalent payments, as provided in Section 13(c)(iii) of the Plan. |

\* \* \*

**THE UNDERSIGNED PARTICIPANT ACKNOWLEDGES RECEIPT OF THIS RESTRICTED STOCK UNIT GRANT NOTICE, THE RESTRICTED STOCK UNIT AGREEMENT, AND THE PLAN, AND, AS AN EXPRESS CONDITION TO THE GRANT OF THE AWARDED UNITS HEREUNDER, AGREES TO BE BOUND BY THE TERMS OF THIS RESTRICTED STOCK UNIT GRANT NOTICE, THE RESTRICTED STOCK UNIT AGREEMENT, AND THE PLAN. TO THE EXTENT THIS GRANT NOTICE IS TRANSMITTED TO THE PARTICIPANT ELECTRONICALLY, EITHER FROM THE COMPANY OR A THIRD-PARTY PLAN ADMINISTRATOR, THE ELECTRONIC ACCEPTANCE OF THIS GRANT NOTICE OR THE AWARDED UNITS SHALL CONSTITUTE PARTICIPANT’S SIGNATURE HERETO.**

PARTICIPANT

\_\_\_\_\_

CLARITEV CORPORATION

\_\_\_\_\_

By:

Title:

**RESTRICTED STOCK UNIT AGREEMENT  
UNDER THE CLARITEV CORPORATION  
2020 OMNIBUS INCENTIVE PLAN**

Pursuant to the Restricted Stock Unit Grant Notice (the “Grant Notice”) delivered to the Participant (as defined in the Grant Notice), and subject to the terms of this Restricted Stock Unit Agreement (this “Restricted Stock Unit Agreement”) and the Plan (as defined in the Grant Notice), the Company (as defined in the Grant Notice) and the Participant agree as follows. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Plan.

1. **Grant of Restricted Stock Units.** Subject to the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Participant the number of Awarded Units provided in the Grant Notice (with each Awarded Unit representing an unfunded, unsecured right to receive one share of Common Stock).

2. **Vesting.** Subject to the conditions contained herein and in the Plan, the Awarded Units shall vest in the amounts and on the date(s) set forth in the Grant Notice (each, an “Awarded Unit Vesting Date”), subject to the Participant’s continued employment through the applicable Awarded Unit Vesting Date. The provisions of Section 8(c)(ii) of the Plan are incorporated herein by reference and made a part hereof, and except as otherwise provided in this Restricted Stock Unit Agreement or the Plan, or as otherwise determined by the Committee, any Awarded Units that have not vested as of the date of the Participant’s Termination will be forfeited and terminate without further action.

3. **Settlement.** Subject to any election by the Committee pursuant to Section 8(d)(ii) of the Plan, the Company will deliver to the Participant, without charge, as soon as reasonably practicable (and, in any event, within two and one-half months) following the applicable Awarded Unit Vesting Date or the date that the Awarded Units become earlier vested pursuant to Section 4 or Section 5 below, as applicable, one share of Common Stock for each Awarded Unit (as adjusted under the Plan, as applicable) which becomes vested hereunder and such vested Awarded Unit shall be cancelled upon such delivery. The Company shall either (a) deliver, or cause to be delivered, to the Participant a certificate or certificates therefor, registered in the Participant’s name or (b) cause such shares of Common Stock to be credited to the Participant’s account at the third party plan administrator. Notwithstanding anything in this Restricted Stock Unit Agreement to the contrary, the Company shall have no obligation to issue or transfer any shares of Common Stock as contemplated by this Restricted Stock Unit Agreement unless and until such issuance or transfer complies with all relevant provisions of law and the requirements of any stock exchange on which the Company’s shares of Common Stock are listed for trading.

4. **Treatment Upon Termination.**

(a) Death or Disability. Notwithstanding Section 2 above, in the event of the Participant’s Termination due to death or Disability, the Awarded Units shall vest.

(b) Termination without Cause. Notwithstanding Section 2 above, and except as provided in Section 5(b) below, in the event of the Participant’s Termination

without Cause, a Pro Rata Portion of the next Tranche of the Awarded Units shall vest. For purposes of this Section 4(b) and Section 5(b) below, as applicable:

- i. “Pro Rata Portion” shall be equal to the product of “A” multiplied by “B”, where “A” equals the number of Awarded Units in the next Tranche that are not vested on the date of the Participant’s Termination, and “B” is a fraction, the numerator of which is the number of days from Vesting Commencement Date or the last Awarded Unit Vesting Date, as applicable, through the date of the Participant’s Termination, and the denominator of which is 365;
- ii. “Termination without Cause” shall mean a Termination by the Company other than for Cause, by reason of the Participant’s death or the Participant’s Disability; and
- iii. “Tranche” shall refer to each portion of the Awarded Units that would vest on a particular Awarded Unit Vesting Date (that is, one-fourth of the Awarded Units).

**5. Change in Control.**

(a) Notwithstanding anything to the contrary in this Restricted Stock Unit Agreement or the Plan, in the event of a Change in Control, if the Awarded Units are not continued or assumed, or substituted or replaced with an award with respect to cash or shares of the acquiror or surviving entity in such Change in Control, in each case, with substantially equivalent terms and value as the Awarded Units (“Assumed”), any unvested Awarded Units shall become vested immediately prior to the Change in Control.

(b) In the event of a Change in Control in which the Awarded Units are Assumed, the Awarded Units shall remain subject to the terms and conditions of this Restricted Stock Unit Agreement, provided, that, notwithstanding Section 2 and Section 4(b) above, in the event of the Participant’s Termination without Cause or Resignation for Good Reason, in each case, within the twenty-four (24) month period beginning on the Change in Control and ending at the end of the second anniversary of the Change in Control, any unvested Awarded Units shall become vested. For purposes of this Section 5(b):

- i. “Good Reason” means “Good Reason” as defined in any employment, severance, consulting or other similar agreement between the Participant and the Company in effect at the time of such Termination, or in the absence of any such employment, severance, consulting or other similar agreement (or in the absence of any definition of “Good Reason” contained therein), the Participant shall have “Good Reason” to resign the Participant’s employment with the Company within one-hundred twenty (120) days following the initial occurrence of any of the following events that occurs after the Change in Control:

- 1.the Company takes action that causes a material adverse change in the nature or scope of the Participant's responsibilities, duties or authority;
- 2.the Company requires the Participant to relocate the Participant's principal place of work by more than sixty (60) miles from the Participant's then current principal place of work;
- 3.the Company materially reduces the amount of the Participant's annual base salary or target bonus amount, in each case, other than a proportional reduction as part of a generalized reduction in the base salaries of other similarly situated employees of the Company not to exceed 10% of base salary or target bonus opportunity then currently in effect; or
- 4.any material breach by the Company of this Restricted Stock Unit Agreement.

The Participant may not resign the Participant's employment for Good Reason unless: (I) the Participant provides the Company with written notice, which shall include a specific description of the existence of the condition alleged to constitute Good Reason, within thirty (30) days after the first occurrence of such circumstances, (II) the Company has not remedied the alleged violation(s) within thirty (30) days of such notice, and (III) the Participant actually terminates the Participant's employment within sixty (60) days after the Company's thirty (30)-day cure period. Otherwise, any claim of such circumstances as "Good Reason" shall be deemed irrevocably waived by the Participant.

ii. "Resignation for Good Reason" shall mean a Termination by the Participant for Good Reason.

**6. Company; Participant.**

(a) The term "Company" as used in this Restricted Stock Unit Agreement with reference to service shall include the Company and its Subsidiaries.

(b) Whenever the word "Participant" is used in any provision of this Restricted Stock Unit Agreement under circumstances where the provision should logically be construed to apply to the executors, the administrators, or the person or persons to whom the Awarded Units may be transferred in accordance with Section 13(b) of the Plan, the word "Participant" shall be deemed to include such person or person.

**7. Non-Transferability.** The Awarded Units are not transferable by the Participant except to Permitted Transferees in accordance with Section 13(b) of the Plan. Except as otherwise provided herein, no assignment or transfer of the Awarded Units, or of the rights

represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the Awarded Units shall terminate and become of no further effect.

8. **Rights as Shareholder.** Subject to any dividend equivalent payments to be provided to the Participant in accordance with the Grant Notice and Section 13(c)(iii) of the Plan, the Participant or a Permitted Transferee of the Awarded Units shall have no rights as a shareholder with respect to any share of Common Stock underlying an Awarded Unit unless and until the Participant shall have become the holder of record or the beneficial owner of such share of Common Stock, and no adjustment shall be made for dividends or distributions or other rights in respect of such share of Common Stock for which the record date is prior to the date upon which the Participant shall become the holder of record or the beneficial owner thereof.

9. **Tax Withholding.** The provisions of Section 13(d) of the Plan are incorporated herein by reference and made a part hereof.

10. **Notice.** Every notice or other communication relating to this Restricted Stock Unit Agreement between the Company and the Participant shall be in writing, which may include by electronic mail, and shall be mailed to or delivered to the party for whom it is intended at such address as may from time to time be designated by such party in a notice mailed or delivered to the other party as herein provided; provided that, unless and until some other address be so designated, all notices or communications by the Participant to the Company shall be mailed or delivered to the Company at its principal executive office, to the attention of the Company's General Counsel or its designee, and all notices or communications by the Company to the Participant may be given to the Participant personally or may be mailed to the Participant at the Participant's last known address, as reflected in the Company's records. Notwithstanding the above, all notices and communications between the Participant and any third-party plan administrator shall be mailed, delivered, transmitted or sent in accordance with the procedures established by such third-party plan administrator and communicated to the Participant from time to time.

11. **No Right to Continued Employment or Service.** This Restricted Stock Unit Agreement does not confer upon the Participant any right to continue as an employee or other service provider to the Company.

12. **Binding Effect.** This Restricted Stock Unit Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

13. **Waiver and Amendments.** Except as otherwise set forth in Section 12 of the Plan, any waiver, alteration, amendment or modification of any of the terms of this Restricted Stock Unit Agreement shall be valid only if made in writing and signed by the parties hereto; provided, however, that any such waiver, alteration, amendment or modification is consented to on the Company's behalf by the Committee. No waiver by either of the parties hereto of their rights hereunder shall be deemed to constitute a waiver with respect to any subsequent occurrences or transactions hereunder unless such waiver specifically states that it is to be construed as a continuing waiver.

14. **Governing Law.** This Restricted Stock Unit Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the

principles of conflicts of law thereof. Notwithstanding anything contained in this Restricted Stock Unit Agreement, the Grant Notice or the Plan to the contrary, if any suit or claim is instituted by the Participant or the Company relating to this Restricted Stock Unit Agreement, the Grant Notice or the Plan, the Participant hereby submits to the exclusive jurisdiction of and venue in the courts of Delaware.

15. **Plan.** The terms and provisions of the Plan are incorporated herein by reference. In the event of a conflict or inconsistency between the terms and provisions of the Plan and the provisions of this Restricted Stock Unit Agreement (including the Grant Notice), the Plan shall govern and control.

16. **Section 409A.** It is intended that the Restricted Stock Units granted hereunder shall be exempt from Section 409A of the Code pursuant to the “short-term deferral” rule applicable to such section, as set forth in the regulations or other guidance published by the Internal Revenue Service thereunder.

17. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Participant’s participation in the Plan, on the Awarded Units and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

18. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

19. **Entire Agreement.** This Restricted Stock Unit Agreement, the Grant Notice and the Plan constitute the entire agreement of the parties hereto in respect of the subject matter contained herein and supersede all prior agreements and understandings of the parties, oral and written, with respect to such subject matter.

**RESTRICTED STOCK UNIT GRANT NOTICE UNDER THE  
CLARITEV CORPORATION  
2020 OMNIBUS INCENTIVE PLAN**

Claritev Corporation, a Delaware corporation (the “Company”), pursuant to its 2020 Omnibus Incentive Plan, as it may be amended and restated from time to time (the “Plan”), hereby grants to the Participant set forth below the number of Restricted Stock Units set forth below (the “Awarded Units”). The Awarded Units are subject to all of the terms and conditions as set forth in this Restricted Stock Unit Grant Notice (this “Grant Notice”), in the Restricted Stock Unit Agreement (attached hereto), and in the Plan, all of which are incorporated herein in their entirety. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Plan.

|                                          |                                                                                                                       |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <b>Participant:</b>                      | [•]                                                                                                                   |
| <b>Date of Grant:</b>                    | [•]                                                                                                                   |
| <b>Vesting Commencement Date:</b>        | [•]                                                                                                                   |
| <b>Number of Restricted Stock Units:</b> | [•]                                                                                                                   |
| <b>Vesting Schedule:</b>                 | Ratably over four years (i.e., 25% on each anniversary of the Date of Grant)                                          |
| <b>Dividend Equivalents:</b>             | The Awarded Units shall be credited with dividend equivalent payments, as provided in Section 13(c)(iii) of the Plan. |

\* \* \*

**THE UNDERSIGNED PARTICIPANT ACKNOWLEDGES RECEIPT OF THIS RESTRICTED STOCK UNIT GRANT NOTICE, THE RESTRICTED STOCK UNIT AGREEMENT, AND THE PLAN, AND, AS AN EXPRESS CONDITION TO THE GRANT OF THE AWARDED UNITS HEREUNDER, AGREES TO BE BOUND BY THE TERMS OF THIS RESTRICTED STOCK UNIT GRANT NOTICE, THE RESTRICTED STOCK UNIT AGREEMENT, AND THE PLAN. TO THE EXTENT THIS GRANT NOTICE IS TRANSMITTED TO THE PARTICIPANT ELECTRONICALLY, EITHER FROM THE COMPANY OR A THIRD-PARTY PLAN ADMINISTRATOR, THE ELECTRONIC ACCEPTANCE OF THIS GRANT NOTICE OR THE AWARDED UNITS SHALL CONSTITUTE PARTICIPANT’S SIGNATURE HERETO.**

PARTICIPANT

\_\_\_\_\_

CLARITEV CORPORATION

\_\_\_\_\_

By:

Title:

**RESTRICTED STOCK UNIT AGREEMENT  
UNDER THE CLARITEV CORPORATION  
2020 OMNIBUS INCENTIVE PLAN**

Pursuant to the Restricted Stock Unit Grant Notice (the “Grant Notice”) delivered to the Participant (as defined in the Grant Notice), and subject to the terms of this Restricted Stock Unit Agreement (this “Restricted Stock Unit Agreement”) and the Plan (as defined in the Grant Notice), the Company (as defined in the Grant Notice) and the Participant agree as follows. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Plan.

1. **Grant of Restricted Stock Units.** Subject to the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Participant the number of Awarded Units provided in the Grant Notice (with each Awarded Unit representing an unfunded, unsecured right to receive one share of Common Stock).

2. **Vesting.** Subject to the conditions contained herein and in the Plan, the Awarded Units shall vest in the amounts and on the date(s) set forth in the Grant Notice (each, an “Awarded Unit Vesting Date”), subject to the Participant’s continued employment through the applicable Awarded Unit Vesting Date. The provisions of Section 8(c)(ii) of the Plan are incorporated herein by reference and made a part hereof, and except as otherwise provided in this Restricted Stock Unit Agreement or the Plan, or as otherwise determined by the Committee, any Awarded Units that have not vested as of the date of the Participant’s Termination will be forfeited and terminate without further action.

3. **Settlement.** Subject to any election by the Committee pursuant to Section 8(d)(ii) of the Plan, the Company will deliver to the Participant, without charge, as soon as reasonably practicable (and, in any event, within two and one-half months) following the applicable Awarded Unit Vesting Date or the date that the Awarded Units become earlier vested pursuant to Section 4 or Section 5 below, as applicable, one share of Common Stock for each Awarded Unit (as adjusted under the Plan, as applicable) which becomes vested hereunder and such vested Awarded Unit shall be cancelled upon such delivery. The Company shall either (a) deliver, or cause to be delivered, to the Participant a certificate or certificates therefor, registered in the Participant’s name or (b) cause such shares of Common Stock to be credited to the Participant’s account at the third party plan administrator. Notwithstanding anything in this Restricted Stock Unit Agreement to the contrary, the Company shall have no obligation to issue or transfer any shares of Common Stock as contemplated by this Restricted Stock Unit Agreement unless and until such issuance or transfer complies with all relevant provisions of law and the requirements of any stock exchange on which the Company’s shares of Common Stock are listed for trading.

4. **Treatment Upon Termination.**

(a) Death or Disability. Notwithstanding Section 2 above, in the event of the Participant’s Termination due to death or Disability, the Awarded Units shall vest.

(b) Termination without Cause or Resignation for Good Reason. Notwithstanding Section 2 above, and except as provided in Section 5(b) below, in the event of the Participant's Termination without Cause or Resignation for Good Reason, a Pro Rata Portion of the next Tranche of the Awarded Units shall vest. For purposes of this Section 4(b) and Section 5(b) below, as applicable:

- i. "Good Reason" means "Good Reason" as defined in Participant's employment agreement, as may be amended (including, for the avoidance of doubt, the procedural requirements associated therewith).
- ii. "Pro Rata Portion" shall be equal to the product of "A" multiplied by "B", where "A" equals the number of Awarded Units in the next Tranche that are not vested on the date of the Participant's Termination, and "B" is a fraction, the numerator of which is the number of days from Vesting Commencement Date or the last Awarded Unit Vesting Date, as applicable, through the date of the Participant's Termination, and the denominator of which is 365;
- iii. "Resignation for Good Reason" shall mean a Termination by the Participant for Good Reason.
- iv. "Termination without Cause" shall mean a Termination by the Company other than for Cause, by reason of the Participant's death or the Participant's Disability; and
- v. "Tranche" shall refer to each portion of the Awarded Units that would vest on a particular Awarded Unit Vesting Date (that is, one-fourth of the Awarded Units).

**5. Change in Control.**

(a) Notwithstanding anything to the contrary in this Restricted Stock Unit Agreement or the Plan, in the event of a Change in Control, if the Awarded Units are not continued or assumed, or substituted or replaced with an award with respect to cash or shares of the acquiror or surviving entity in such Change in Control, in each case, with substantially equivalent terms and value as the Awarded Units ("Assumed"), any unvested Awarded Units shall become vested immediately prior to the Change in Control.

(b) In the event of a Change in Control in which the Awarded Units are Assumed, the Awarded Units shall remain subject to the terms and conditions of this Restricted Stock Unit Agreement, provided, that, notwithstanding Section 2 and Section 4(b) above, in the event of the Participant's Termination without Cause or Resignation for Good Reason, in each case, within the twenty-four (24) month period beginning on the Change in Control and ending at the end of the second anniversary of the Change in Control, any unvested Awarded Units shall become vested.

6. **Company; Participant.**

(a) The term “Company” as used in this Restricted Stock Unit Agreement with reference to service shall include the Company and its Subsidiaries.

(b) Whenever the word “Participant” is used in any provision of this Restricted Stock Unit Agreement under circumstances where the provision should logically be construed to apply to the executors, the administrators, or the person or persons to whom the Awarded Units may be transferred in accordance with Section 13(b) of the Plan, the word “Participant” shall be deemed to include such person or person.

7. **Non-Transferability.** The Awarded Units are not transferable by the Participant except to Permitted Transferees in accordance with Section 13(b) of the Plan. Except as otherwise provided herein, no assignment or transfer of the Awarded Units, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the Awarded Units shall terminate and become of no further effect.

8. **Rights as Shareholder.** Subject to any dividend equivalent payments to be provided to the Participant in accordance with the Grant Notice and Section 13(c)(iii) of the Plan, the Participant or a Permitted Transferee of the Awarded Units shall have no rights as a shareholder with respect to any share of Common Stock underlying an Awarded Unit unless and until the Participant shall have become the holder of record or the beneficial owner of such share of Common Stock, and no adjustment shall be made for dividends or distributions or other rights in respect of such share of Common Stock for which the record date is prior to the date upon which the Participant shall become the holder of record or the beneficial owner thereof.

9. **Tax Withholding.** The provisions of Section 13(d) of the Plan are incorporated herein by reference and made a part hereof.

10. **Notice.** Every notice or other communication relating to this Restricted Stock Unit Agreement between the Company and the Participant shall be in writing, which may include by electronic mail, and shall be mailed to or delivered to the party for whom it is intended at such address as may from time to time be designated by such party in a notice mailed or delivered to the other party as herein provided; provided that, unless and until some other address be so designated, all notices or communications by the Participant to the Company shall be mailed or delivered to the Company at its principal executive office, to the attention of the Company’s General Counsel or its designee, and all notices or communications by the Company to the Participant may be given to the Participant personally or may be mailed to the Participant at the Participant’s last known address, as reflected in the Company’s records. Notwithstanding the above, all notices and communications between the Participant and any third-party plan administrator shall be mailed, delivered, transmitted or sent in accordance with the procedures established by such third-party plan administrator and communicated to the Participant from time to time.

11. **No Right to Continued Employment or Service.** This Restricted Stock Unit Agreement does not confer upon the Participant any right to continue as an employee or other service provider to the Company.

12. **Binding Effect.** This Restricted Stock Unit Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

13. **Waiver and Amendments.** Except as otherwise set forth in Section 12 of the Plan, any waiver, alteration, amendment or modification of any of the terms of this Restricted Stock Unit Agreement shall be valid only if made in writing and signed by the parties hereto; provided, however, that any such waiver, alteration, amendment or modification is consented to on the Company's behalf by the Committee. No waiver by either of the parties hereto of their rights hereunder shall be deemed to constitute a waiver with respect to any subsequent occurrences or transactions hereunder unless such waiver specifically states that it is to be construed as a continuing waiver.

14. **Governing Law.** This Restricted Stock Unit Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Notwithstanding anything contained in this Restricted Stock Unit Agreement, the Grant Notice or the Plan to the contrary, if any suit or claim is instituted by the Participant or the Company relating to this Restricted Stock Unit Agreement, the Grant Notice or the Plan, the Participant hereby submits to the exclusive jurisdiction of and venue in the courts of Delaware.

15. **Plan.** The terms and provisions of the Plan are incorporated herein by reference. In the event of a conflict or inconsistency between the terms and provisions of the Plan and the provisions of this Restricted Stock Unit Agreement (including the Grant Notice), the Plan shall govern and control.

16. **Section 409A.** It is intended that the Restricted Stock Units granted hereunder shall be exempt from Section 409A of the Code pursuant to the "short-term deferral" rule applicable to such section, as set forth in the regulations or other guidance published by the Internal Revenue Service thereunder.

17. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the Awarded Units and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

18. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic

delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

19. **Entire Agreement.** This Restricted Stock Unit Agreement, the Grant Notice and the Plan constitute the entire agreement of the parties hereto in respect of the subject matter contained herein and supersede all prior agreements and understandings of the parties, oral and written, with respect to such subject matter.

A schedule to this exhibit has been omitted in accordance with Item 601(a)(5) of Regulation S-K. The Registrant undertakes to furnish a copy of the omitted schedule to the U.S. Securities and Exchange Commission upon its request.

## CLARITEV CORPORATION

### PERFORMANCE-BASED RESTRICTED STOCK UNIT GRANT NOTICE UNDER THE CLARITEV CORPORATION 2020 OMNIBUS INCENTIVE PLAN

Claritev Corporation, a Delaware corporation (the “Company”), pursuant to its 2020 Omnibus Incentive Plan, as it may be amended and restated from time to time (the “Plan”), hereby grants to the Participant set forth below the number of Performance-Based Restricted Stock Units set forth below (the “Awarded Units”). The Awarded Units are subject to all of the terms and conditions as set forth herein, in the Performance-Based Restricted Stock Unit Agreement (attached hereto) (the “Award Agreement”), and in the Plan, all of which are incorporated herein in their entirety. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Plan.

**Participant:** [•]

**Date of Grant:** [•]

**Target Number of Total** [•]

**Performance-Based Restricted  
Stock Units:**

**Performance Period:** January 1, 2026 (the “Performance Period Commencement Date”) through  
December 31, 2027

**Vesting Schedule:** The Awarded Units shall vest and become a number of earned units (“Earned Units”) based on the achievement of the Performance Condition, with fifty percent (50%) of the Earned Units vesting on Vesting Date #1 and fifty percent (50%) of the Earned Units vesting on Vesting Date #2, and subject to Participant not having undergone a Termination prior to the applicable Vesting Date.

(a) Performance Condition. The number of Awarded Units that become Earned Units shall be based on the achievement of the Unlevered Free Cash Flow (defined below) condition set forth in **Schedule 1** (the “uFCF Performance Condition”) with the number of Awarded Units earned equal to the sum of (x) the target number of Awarded Units multiplied by the applicable Percentage of Award Earned (calculated in accordance with paragraph (b) below), rounded down to the nearest whole share.

(b) Calculation of Number of Earned Units. Following the last day of the Performance Period, the Committee shall calculate the Percentage of Award Earned based on the percentages specified below. If actual performance with respect to the Units is between the “Threshold” and the “Target” or the “Target” and the “Maximum” levels of achievement, the “Percentage of Award Earned” shall be determined using linear interpolation (and rounded to the nearest whole percentage point) between such numbers. In the event that actual performance does not meet the “Threshold” level of achievement with respect to the Units, the “Percentage of Award Earned” with respect to the Units shall be zero. All determinations with respect to whether and the extent to which the Performance Condition has been achieved shall be made by the Committee in its sole discretion and the uFCF Performance Condition shall not be achieved and the Awarded Units shall not become Earned Units until the Committee certifies the extent to which the uFCF Performance Condition has been met.

| Level of Achievement | Percentage of Award Earned |
|----------------------|----------------------------|
| Below Threshold      | 0%                         |
| Threshold            | 50%                        |
| Target               | 100%                       |
| Maximum              | 150%                       |
| Above Maximum        | 150%                       |

(c) Forfeiture of Awarded Units. Any Awarded Units which do not become Earned Units based on actual performance during the Performance Period shall be forfeited as of the last day of the Performance Period. Notwithstanding the foregoing, (i) except as set forth in section (d) below with respect to eligible Awarded Units, any Awarded Units that do not become Earned Units prior to Participant having undergone a Termination shall be forfeited as of the date of Termination, and (ii) except as set forth in Section 5 of the Award Agreement, any Awarded Units that are not Assumed in connection with a Change in Control or do not vest in connection with a Change in Control (or a Termination following a Change in Control) shall be forfeited as of the date of the Change in Control or Termination, as applicable.

(d) Vesting and Vesting Upon Termination. Any Awarded Units that become Earned Units shall become vested on the applicable Vesting Date (any such Earned Units that become vested on the Vesting Date, the “Vested Earned Units”), subject to Participant not having undergone a Termination prior to such Vesting Date; provided, that if Participant’s employment is Terminated by the Company without Cause or due to death, Disability or a Qualifying Retirement (i) on or following the first anniversary of the Performance Period Commencement Date and prior to the second

anniversary of the Performance Period Commencement Date, one third of any Awarded Units that would have otherwise become Earned Units shall become Vested Earned Units on Vesting Date #1; (ii) on or following the second anniversary of the Performance Period Commencement Date and prior to the third anniversary of the Performance Period Commencement Date, two thirds of any Awarded Units that would have otherwise become Earned Units shall become Vested Earned Units on the earliest Vesting Date following such Termination; and (iii) following the third anniversary of the Performance Period Commencement Date, any Awarded Units that would have otherwise become Earned Units shall become Vested Earned Units on the earliest Vesting Date following such Termination.

(e) Settlement. Vested Earned Units shall be settled in accordance with the terms of the Award Agreement; provided, that in no event shall such Vested Earned Units be settled later than December 31 in the year in which the Vesting Date occurs.

(f) Definitions.

“Qualifying Retirement” means Participant’s resignation from Participant’s employment with the Company (other than when grounds for Cause exist), on or after the date that Participant’s age, plus Participant’s years of employment with the Company, equals at least 70; provided that in no event shall there be a qualifying retirement if either: (i) a Participant’s years of employment with the Company is less than five years; or (ii) a Participant’s age at the time of retirement is less than 55.

“Unlevered Free Cash Flow” means, unless otherwise determined by the Committee, net cash provided by operating activities less capital expenditures, plus cash interest paid, plus amounts paid for the settlement of cash-settled restricted stock units granted by the Company, all as disclosed in the condensed consolidated statements of cash flows.

“Vesting Date” means Vesting Date #1 or Vesting Date #2, as applicable.

“Vesting Date #1” means the later of the date the Performance Condition is certified by the Committee or March 1, 2028.

“Vesting Date #2” means March 1, 2029.

**Dividend Equivalents:** The Awarded Units shall be credited with dividend equivalent payments, as provided in Section 13(c)(iii) of the Plan.

\* \* \*

**THE UNDERSIGNED PARTICIPANT ACKNOWLEDGES RECEIPT OF THIS PERFORMANCE-BASED RESTRICTED STOCK UNIT GRANT NOTICE, THE PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT, AND THE PLAN, AND, AS AN EXPRESS CONDITION TO THE GRANT OF THE AWARDED UNITS HEREUNDER, AGREES TO BE BOUND BY THE TERMS OF THIS PERFORMANCE-BASED RESTRICTED STOCK UNIT GRANT NOTICE, THE PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT, AND THE PLAN. TO THE EXTENT THIS GRANT NOTICE IS TRANSMITTED TO THE PARTICIPANT ELECTRONICALLY, EITHER FROM THE COMPANY OR A THIRD-PARTY PLAN ADMINISTRATOR, THE ELECTRONIC ACCEPTANCE OF THIS GRANT NOTICE OR THE AWARDED UNITS SHALL CONSTITUTE PARTICIPANT’S SIGNATURE HERETO.**

PARTICIPANT

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CLARITEV CORPORATION

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By:

Title:

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**PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT  
UNDER THE CLARITEV CORPORATION  
2020 OMNIBUS INCENTIVE PLAN**

Pursuant to the Performance-Based Restricted Stock Unit Grant Notice (the “Grant Notice”) delivered to the Participant (as defined in the Grant Notice), and subject to the terms of this Performance-Based Restricted Stock Unit Agreement (this “Award Agreement”) and the Plan (as defined in the Grant Notice), the Company (as defined in the Grant Notice) and the Participant agree as follows. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Plan.

1. **Grant of Performance-Based Restricted Stock Units.** Subject to the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Participant the number of Performance-Based Restricted Stock Units provided in the Grant Notice (with each Performance-Based Restricted Stock Unit representing an unfunded, unsecured right to receive one share of Common Stock for each Earned Unit (as defined in the Grant Notice), as determined in accordance with the Grant Notice) (the “Awarded Units”).

2. **Vesting.** Subject to the conditions contained herein and in the Plan, the Awarded Units shall vest in the amounts and on the date(s) set forth in the Grant Notice.

3. **Settlement of Restricted Stock Units.** Subject to any election by the Committee pursuant to Section 8(d)(ii) of the Plan, the Company will deliver to the Participant, without charge, as soon as reasonably practicable (and, in any event, within two and one-half months) following the applicable vesting date, one share of Common Stock for each Vested Earned Unit (as adjusted under the Plan, as applicable) and such Vested Earned Unit shall be cancelled upon such delivery. The Company shall either (a) deliver, or cause to be delivered, to the Participant a certificate or certificates therefor, registered in the Participant’s name or (b) cause such shares of Common Stock to be credited to the Participant’s account at the third party plan administrator. Notwithstanding anything in this Award Agreement to the contrary, the Company shall have no obligation to issue or transfer any shares of Common Stock as contemplated by this Award Agreement unless and until such issuance or transfer complies with all relevant provisions of law and the requirements of any stock exchange on which the Company’s shares of Common Stock are listed for trading.

4. **Treatment of Awarded Units Upon Termination.** Reference is hereby made to subsection (d) of the “Vesting Schedule” set forth in the Grant Notice.

5. **Change in Control.**

(a) Notwithstanding anything to the contrary in this Award Agreement or the Plan, in the event of a Change in Control, if the Awarded Units are not or cannot be continued or assumed, or substituted or replaced with an award with respect to cash or shares of the acquiror or surviving entity in such Change in Control, in each case, with substantially equivalent terms and value as the Awarded Units (“Assumed”), the agreement entered into by the Company in respect of the Change in Control shall provide, and the Committee shall take such action as shall

be necessary under Treas. Reg. Section 1.409A-3(j)(4)(ix)(B) promulgated under Section 409A of Internal Revenue Code of 1986, as amended (the “Code”), for this Award Agreement (and the underlying Awarded Units) to terminate immediately prior to the Change in Control and, in connection with such termination, for Participant to receive immediately prior to the Change in Control the Deemed Vesting Amount (defined below), determined as if the day immediately prior to the Change in Control was the last day of the Performance Period.

If a Change in Control occurs after the end of the Performance Period and prior to the applicable Vesting Date, the Award Agreement shall not be Assumed, and the Company will terminate the Award Agreement in the manner described above and your unvested Earned Units (as certified by the Committee or successor governing body) shall become immediately vested prior to the Change in Control through the delivery to you (or in the event of your death, your beneficiary) immediately prior to the Change in Control of one share of Common Stock for each Earned Unit.

(b) In the event of a Change in Control in which the Awarded Units are Assumed, the Awarded Units shall remain subject to the terms and conditions of this Award Agreement, provided, that, notwithstanding Section 4 above, in the event of the Participant’s Termination without Cause or Resignation for Good Reason, in each case, within the twenty-four (24)-month period beginning on the Change in Control and ending at the end of the second anniversary of the Change in Control: (x) to the extent the Termination occurs after the Performance Period, any unvested Earned Units (as certified by the Committee or successor governing body) shall become immediately vested; and (y) to the extent the Termination occurs before the end of the Performance Period, Participant shall receive the Deemed Vesting Amount, determined as if the day immediately prior to the Termination was the last day of the Performance Period. For purposes of this Section 5(b):

- i. “Good Reason” means “Good Reason” as defined in any employment, severance, consulting or other similar agreement between the Participant and the Company in effect at the time of such Termination, or in the absence of any such employment, severance, consulting or other similar agreement (or in the absence of any definition of “Good Reason” contained therein), the Participant shall have “Good Reason” to resign the Participant’s employment with the Company within one-hundred twenty (120) days following the initial occurrence of any of the following events that occurs after the Change in Control:
  1. the Company takes action that causes a material adverse change in the nature or scope of the Participant’s responsibilities, duties or authority;
  2. the Company requires the Participant to relocate the Participant’s principal place of work by more than sixty (60) miles from the Participant’s then current principal place of work;

3. the Company materially reduces the amount of the Participant's annual base salary or target bonus amount, in each case, other than a proportional reduction as part of a generalized reduction in the base salaries of other similarly situated employees of the Company not to exceed 10% of base salary or target bonus opportunity then currently in effect; or
4. any material breach by the Company of this Restricted Stock Unit Agreement.

The Participant may not resign the Participant's employment for Good Reason unless: (I) the Participant provides the Company with written notice, which shall include a specific description of the existence of the condition alleged to constitute Good Reason, within thirty (30) days after the first occurrence of such circumstances, (II) the Company has not remedied the alleged violation(s) within thirty (30) days of such notice, and (III) the Participant actually terminates the Participant's employment within sixty (60) days after the Company's thirty (30)-day cure period. Otherwise, any claim of such circumstances as "Good Reason" shall be deemed irrevocably waived by the Participant.

- ii. "Resignation for Good Reason" shall mean a Termination by the Participant for Good Reason.

For purposes of this Award Agreement, "Deemed Vesting Amount" means the number of shares of Common Stock determined as if the Awarded Units had vested immediately prior to the Change in Control or Termination, as applicable, at the greater of: (i) the number of Awarded Units that would vest based upon the "target" level for the uFCF Performance Condition (as set forth in Schedule 1 to the Grant Notice); and (ii) the number of Awarded Units that would vest based upon actual performance of the uFCF Performance Condition through the date immediately prior to the Change in Control or Termination, as applicable (with such adjustments to the target and actual performance as the Committee determines to be necessary to reasonably take into account the completion of only a partial Performance Period).

The award termination and settlement of the Awarded Units under this section shall be undertaken in a manner that complies with Section 409A of the Code, including without limitation, Treas. Reg. Section 1.409A-3(j)(4)(ix)(B).

**6. Company; Participant.**

- (a) The term "Company" as used in this Award Agreement with reference to service shall include the Company and its Subsidiaries.

(b) Whenever the word “Participant” is used in any provision of this Award Agreement under circumstances where the provision should logically be construed to apply to the executors, the administrators, or the person or persons to whom the Awarded Units may be transferred in accordance with Section 13(b) of the Plan, the word “Participant” shall be deemed to include such person or person.

7. **Non-Transferability.** The Awarded Units are not transferable by the Participant except to Permitted Transferees in accordance with Section 13(b) of the Plan. Except as otherwise provided herein, no assignment or transfer of the Awarded Units, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the Awarded Units shall terminate and become of no further effect.

8. **Rights as Shareholder.** Subject to any dividend equivalent payments to be provided to the Participant in accordance with the Grant Notice and Section 13(c)(iii) of the Plan, the Participant or a Permitted Transferee of the Awarded Units shall have no rights as a shareholder with respect to any share of Common Stock underlying an Awarded Unit unless and until the Participant shall have become the holder of record or the beneficial owner of such share of Common Stock, and no adjustment shall be made for dividends or distributions or other rights in respect of such share of Common Stock for which the record date is prior to the date upon which the Participant shall become the holder of record or the beneficial owner thereof.

9. **Tax Withholding.** The provisions of Section 13(d) of the Plan are incorporated herein by reference and made a part hereof.

10. **Notice.** Every notice or other communication relating to this Award Agreement between the Company and the Participant shall be in writing, which may include by electronic mail, and shall be mailed to or delivered to the party for whom it is intended at such address as may from time to time be designated by such party in a notice mailed or delivered to the other party as herein provided; provided that, unless and until some other address be so designated, all notices or communications by the Participant to the Company shall be mailed or delivered to the Company at its principal executive office, to the attention of the Company’s General Counsel or its designee, and all notices or communications by the Company to the Participant may be given to the Participant personally or may be mailed to the Participant at the Participant’s last known address, as reflected in the Company’s records. Notwithstanding the above, all notices and communications between the Participant and any third-party plan administrator shall be mailed, delivered, transmitted or sent in accordance with the procedures established by such third-party plan administrator and communicated to the Participant from time to time.

11. **No Right to Continued Employment or Service.** This Award Agreement does not confer upon the Participant any right to continue as an employee or other service provider to the Company.

12. **Binding Effect.** This Award Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

13. **Waiver and Amendments.** Except as otherwise set forth in Section 12 of the Plan, any waiver, alteration, amendment or modification of any of the terms of this Award Agreement shall be valid only if made in writing and signed by the parties hereto; provided, however, that any such waiver, alteration, amendment or modification is consented to on the Company's behalf by the Committee. No waiver by either of the parties hereto of their rights hereunder shall be deemed to constitute a waiver with respect to any subsequent occurrences or transactions hereunder unless such waiver specifically states that it is to be construed as a continuing waiver.

14. **Governing Law.** This Award Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Notwithstanding anything contained in this Award Agreement, the Grant Notice or the Plan to the contrary, if any suit or claim is instituted by the Participant or the Company relating to this Award Agreement, the Grant Notice or the Plan, the Participant hereby submits to the exclusive jurisdiction of and venue in the courts of Delaware.

15. **Plan.** The terms and provisions of the Plan are incorporated herein by reference. In the event of a conflict or inconsistency between the terms and provisions of the Plan and the provisions of this Award Agreement (including the Grant Notice), the Award Agreement (including the Grant Notice) shall govern and control.

16. **Section 409A.** It is intended that the Awarded Units granted hereunder shall be exempt from Section 409A of the Code pursuant to the "short-term deferral" rule applicable to such section, as set forth in the regulations or other guidance published by the Internal Revenue Service thereunder.

17. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Awarded Units and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

18. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to receive the Awarded Units and participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

19. **Entire Agreement.** This Award Agreement, the Grant Notice and the Plan constitute the entire agreement of the parties hereto in respect of the subject matter contained herein and supersede all prior agreements and understandings of the parties, oral and written, with respect to such subject matter.

A schedule to this exhibit has been omitted in accordance with Item 601(a)(5) of Regulation S-K. The Registrant undertakes to furnish a copy of the omitted schedule to the U.S. Securities and Exchange Commission upon its request.

## CLARITEV CORPORATION

### PERFORMANCE-BASED RESTRICTED STOCK UNIT GRANT NOTICE UNDER THE CLARITEV CORPORATION 2020 OMNIBUS INCENTIVE PLAN

Claritev Corporation, a Delaware corporation (the “Company”), pursuant to its 2020 Omnibus Incentive Plan, as it may be amended and restated from time to time (the “Plan”), hereby grants to the Participant set forth below the number of Performance-Based Restricted Stock Units set forth below (the “Awarded Units”). The Awarded Units are subject to all of the terms and conditions as set forth herein, in the Performance-Based Restricted Stock Unit Agreement (attached hereto) (the “Award Agreement”) and in the Plan, all of which are incorporated herein in their entirety. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Plan.

**Participant:** [•]

**Date of Grant:** [•]

**Target Number of Total** [•]

**Performance-Based Restricted Stock  
Units:**

**Performance Period:** January 1, 2026 (the “Performance Period Commencement Date”) through  
December 31, 2027

**Vesting Schedule:** The Awarded Units shall vest and become a number of earned units (“Earned Units”) based on the achievement of the Performance Condition, with fifty percent (50%) of the Earned Units vesting on Vesting Date #1 and fifty percent (50%) of the Earned Units vesting on Vesting Date #2, and subject to Participant not having undergone a Termination prior to the applicable Vesting Date.

(a) Performance Condition. The number of Awarded Units that become Earned Units shall be based on the achievement of the Unlevered Free Cash Flow (defined below) condition set forth in **Schedule 1** (the “uFCF Performance Condition”) with the number of Awarded Units earned equal to the sum of (x) the target number of Awarded Units multiplied by the applicable Percentage of Award Earned (calculated in accordance with paragraph (b) below), rounded down to the nearest whole share.

(b) Calculation of Number of Earned Units. Following the last day of the Performance Period, the Committee shall calculate the Percentage of Award Earned based on the percentages specified below. If actual performance with respect to the Units is between the “Threshold” and the “Target” or the “Target” and the “Maximum” levels of achievement, the “Percentage of Award Earned” shall be determined using linear interpolation (and rounded to the nearest whole percentage point) between such numbers. In the event that actual performance does not meet the “Threshold” level of achievement with respect to the Units, the “Percentage of Award Earned” with respect to the Units shall be zero. All determinations with respect to whether and the extent to which the Performance Condition has been achieved shall be made by the Committee in its sole discretion and the uFCF Performance Condition shall not be achieved and the Awarded Units shall not become Earned Units until the Committee certifies the extent to which the uFCF Performance Condition has been met.

| Level of Achievement | Percentage of Award Earned |
|----------------------|----------------------------|
| Below Threshold      | 0%                         |
| Threshold            | 50%                        |
| Target               | 100%                       |
| Maximum              | 150%                       |
| Above Maximum        | 150%                       |

(c) Forfeiture of Awarded Units. Any Awarded Units which do not become Earned Units based on actual performance during the Performance Period shall be forfeited as of the last day of the Performance Period. Notwithstanding the foregoing, (i) except as set forth in section (d) below with respect to eligible Awarded Units, any Awarded Units that do not become Earned Units prior to Participant having undergone a Termination shall be forfeited as of the date of Termination, and (ii) except as set forth in Section 5 of the Award Agreement, any Awarded Units that are not Assumed in connection with a Change in Control or do not vest in connection with a Change in Control (or a Termination following a Change in Control) shall be forfeited as of the date of the Change in Control or Termination, as applicable.

(d) Vesting and Vesting Upon Termination. Any Awarded Units that become Earned Units shall become vested on the applicable Vesting Date (any such Earned Units that become vested on the Vesting Date, the “Vested Earned Units”), subject to Participant not having undergone a Termination prior to such Vesting Date; provided, that if Participant’s employment is Terminated by the Company without Cause or by the Participant for Good Reason (defined in the Award Agreement) or due to death, Disability or a Qualifying Retirement (i) on or following the first anniversary of

the Performance Period Commencement Date and prior to the second anniversary of the Performance Period Commencement Date, one third of any Awarded Units that would have otherwise become Earned Units shall become Vested Earned Units on Vesting Date #1; (ii) on or following the second anniversary of the Performance Period Commencement Date and prior to the third anniversary of the Performance Period Commencement Date, two thirds of any Awarded Units that would have otherwise become Earned Units shall become Vested Earned Units on the earliest Vesting Date following such Termination; and (iii) following the third anniversary of the Performance Period Commencement Date, any Awarded Units that would have otherwise become Earned Units shall become Vested Earned Units on the earliest Vesting Date following such Termination.

(e) Settlement. Vested Earned Units shall be settled in accordance with the terms of the Award Agreement; provided, that in no event shall such Vested Earned Units be settled later than December 31 in the year in which the Vesting Date occurs.

(f) Definitions.

“Qualifying Retirement” means Participant’s resignation from Participant’s employment with the Company (other than when grounds for Cause exist), on or after the date that Participant’s age, plus Participant’s years of employment with the Company, equals at least 70; provided that in no event shall there be a qualifying retirement if either: (i) a Participant’s years of employment with the Company is less than five years; or (ii) a Participant’s age at the time of retirement is less than 55.

“Unlevered Free Cash Flow” means, unless otherwise determined by the Committee, net cash provided by operating activities less capital expenditures, plus cash interest paid, plus amounts paid for the settlement of cash-settled restricted stock units granted by the Company, all as disclosed in the condensed consolidated statements of cash flows.

“Vesting Date” means Vesting Date #1 or Vesting Date #2, as applicable.

“Vesting Date #1” means the later of the date the Performance Condition is certified by the Committee or March 1, 2028.

“Vesting Date #2” means March 1, 2029.

**Dividend Equivalents:** The Awarded Units shall be credited with dividend equivalent payments, as provided in Section 13(c)(iii) of the Plan.

\* \* \*

**THE UNDERSIGNED PARTICIPANT ACKNOWLEDGES RECEIPT OF THIS PERFORMANCE-BASED RESTRICTED STOCK UNIT GRANT NOTICE, THE PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT, AND THE PLAN, AND, AS AN EXPRESS CONDITION TO THE GRANT OF THE AWARDED UNITS HEREUNDER, AGREES TO BE BOUND BY THE TERMS OF THIS PERFORMANCE-BASED RESTRICTED STOCK UNIT GRANT NOTICE, THE PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT, AND THE PLAN. TO THE EXTENT THIS GRANT NOTICE IS TRANSMITTED TO THE PARTICIPANT ELECTRONICALLY, EITHER FROM THE COMPANY OR A THIRD-PARTY PLAN ADMINISTRATOR, THE ELECTRONIC ACCEPTANCE OF THIS GRANT NOTICE OR THE AWARDED UNITS SHALL CONSTITUTE PARTICIPANT’S SIGNATURE HERETO.**

PARTICIPANT

---

Travis Dalton

CLARITEV CORPORATION

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By:  
Title:

## PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT

### UNDER THE CLARITEV CORPORATION 2020 OMNIBUS INCENTIVE PLAN

Pursuant to the Performance-Based Restricted Stock Unit Grant Notice (the “Grant Notice”) delivered to the Participant (as defined in the Grant Notice), and subject to the terms of this Performance-Based Restricted Stock Unit Agreement (this “Award Agreement”) and the Plan (as defined in the Grant Notice), the Company (as defined in the Grant Notice) and the Participant agree as follows. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Plan.

1. **Grant of Performance-Based Restricted Stock Units.** Subject to the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Participant the number of Performance-Based Restricted Stock Units provided in the Grant Notice (with each Performance-Based Restricted Stock Unit representing an unfunded, unsecured right to receive one share of Common Stock for each Earned Unit (as defined in the Grant Notice), as determined in accordance with the Grant Notice) (the “Awarded Units”).

2. **Vesting.** Subject to the conditions contained herein and in the Plan, the Awarded Units shall vest in the amounts and on the date(s) set forth in the Grant Notice.

3. **Settlement of Restricted Stock Units.** Subject to any election by the Committee pursuant to Section 8(d)(ii) of the Plan, the Company will deliver to the Participant, without charge, as soon as reasonably practicable (and, in any event, within two and one-half months) following the applicable vesting date, one share of Common Stock for each Vested Earned Unit (as adjusted under the Plan, as applicable) and such Vested Earned Unit shall be cancelled upon such delivery. The Company shall either (a) deliver, or cause to be delivered, to the Participant a certificate or certificates therefor, registered in the Participant’s name or (b) cause such shares of Common Stock to be credited to the Participant’s account at the third party plan administrator. Notwithstanding anything in this Award Agreement to the contrary, the Company shall have no obligation to issue or transfer any shares of Common Stock as contemplated by this Award Agreement unless and until such issuance or transfer complies with all relevant provisions of law and the requirements of any stock exchange on which the Company’s shares of Common Stock are listed for trading.

4. **Treatment of Awarded Units Upon Termination.** Reference is hereby made to subsection (d) of the “Vesting Schedule” set forth in the Grant Notice.

5. **Change in Control.**

(a) Notwithstanding anything to the contrary in this Award Agreement or the Plan, in the event of a Change in Control, if the Awarded Units are not or cannot be continued or assumed, or substituted or replaced with an award with respect to cash or shares of the acquiror or surviving entity in such Change in Control, in each case, with substantially equivalent terms and value as the Awarded Units (“Assumed”), the agreement entered into by the Company in

respect of the Change in Control shall provide, and the Committee shall take such action as shall be necessary under Treas. Reg. Section 1.409A-3(j)(4)(ix)(B) promulgated under Section 409A of Internal Revenue Code of 1986, as amended (the “Code”), for this Award Agreement (and the underlying Awarded Units) to terminate immediately prior to the Change in Control and, in connection with such termination, for Participant to receive immediately prior to the Change in Control the Deemed Vesting Amount (defined below), determined as if the day immediately prior to the Change in Control was the last day of the Performance Period.

If a Change in Control occurs after the end of the Performance Period and prior to the applicable Vesting Date, the Award Agreement shall not be Assumed, and the Company will terminate the Award Agreement in the manner described above and your unvested Earned Units (as certified by the Committee or successor governing body) shall become immediately vested prior to the Change in Control through the delivery to you (or in the event of your death, your beneficiary) immediately prior to the Change in Control of one share of Common Stock for each Earned Unit.

(b) In the event of a Change in Control in which the Awarded Units are Assumed, the Awarded Units shall remain subject to the terms and conditions of this Award Agreement, provided, that, notwithstanding Section 4 above, in the event of the Participant’s Termination without Cause or Resignation for Good Reason, in each case, within the twenty-four (24)-month period beginning on the Change in Control and ending at the end of the second anniversary of the Change in Control: (x) to the extent the Termination occurs after the Performance Period, any unvested Earned Units (as certified by the Committee or successor governing body) shall become immediately vested; and (y) to the extent the Termination occurs before the end of the Performance Period, Participant shall receive the Deemed Vesting Amount, determined as if the day immediately prior to the Termination was the last day of the Performance Period.

For purposes of this Award Agreement:

“Deemed Vesting Amount” means the number of shares of Common Stock determined as if the Awarded Units had vested immediately prior to the Change in Control or Termination, as applicable, at the greater of: (i) the number of Awarded Units that would vest based upon the “target” level for the uFCF Performance Condition (as set forth in Schedule 1 to the Grant Notice); and (ii) the number of Awarded Units that would vest based upon actual performance of the uFCF Performance Condition through the date immediately prior to the Change in Control or Termination, as applicable (with such adjustments to the target and actual performance as the Committee determines to be necessary to reasonably take into account the completion of only a partial Performance Period).

“Good Reason” means “Good Reason” as defined in Participant’s employment agreement, as may be amended (including, for the avoidance of doubt, the procedural requirements associated therewith).

“Resignation for Good Reason” shall mean a Termination by the Participant for Good Reason.

The award termination and settlement of the Awarded Units under this section shall be undertaken in a manner that complies with Section 409A of the Code, including without limitation, Treas. Reg. Section 1.409A-3(j)(4)(ix)(B).

**6. Company; Participant.**

(a) The term “Company” as used in this Award Agreement with reference to service shall include the Company and its Subsidiaries.

(b) Whenever the word “Participant” is used in any provision of this Award Agreement under circumstances where the provision should logically be construed to apply to the executors, the administrators, or the person or persons to whom the Awarded Units may be transferred in accordance with Section 13(b) of the Plan, the word “Participant” shall be deemed to include such person or person.

**7. Non-Transferability.** The Awarded Units are not transferable by the Participant except to Permitted Transferees in accordance with Section 13(b) of the Plan. Except as otherwise provided herein, no assignment or transfer of the Awarded Units, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the Awarded Units shall terminate and become of no further effect.

**8. Rights as Shareholder.** Subject to any dividend equivalent payments to be provided to the Participant in accordance with the Grant Notice and Section 13(c)(iii) of the Plan, the Participant or a Permitted Transferee of the Awarded Units shall have no rights as a shareholder with respect to any share of Common Stock underlying an Awarded Unit unless and until the Participant shall have become the holder of record or the beneficial owner of such share of Common Stock, and no adjustment shall be made for dividends or distributions or other rights in respect of such share of Common Stock for which the record date is prior to the date upon which the Participant shall become the holder of record or the beneficial owner thereof.

**9. Tax Withholding.** The provisions of Section 13(d) of the Plan are incorporated herein by reference and made a part hereof.

**10. Notice.** Every notice or other communication relating to this Award Agreement between the Company and the Participant shall be in writing, which may include by electronic mail, and shall be mailed to or delivered to the party for whom it is intended at such address as may from time to time be designated by such party in a notice mailed or delivered to the other party as herein provided; provided that, unless and until some other address be so designated, all notices or communications by the Participant to the Company shall be mailed or delivered to the Company at its principal executive office, to the attention of the Company’s General Counsel or its designee, and all notices or communications by the Company to the Participant may be given to the Participant personally or may be mailed to the Participant at the Participant’s last known address, as reflected in the Company’s records. Notwithstanding the above, all notices and communications between the Participant and any third-party plan administrator shall be mailed, delivered, transmitted or sent in accordance with the procedures

established by such third-party plan administrator and communicated to the Participant from time to time.

11. **No Right to Continued Employment or Service.** This Award Agreement does not confer upon the Participant any right to continue as an employee or other service provider to the Company.

12. **Binding Effect.** This Award Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

13. **Waiver and Amendments.** Except as otherwise set forth in Section 12 of the Plan, any waiver, alteration, amendment or modification of any of the terms of this Award Agreement shall be valid only if made in writing and signed by the parties hereto; provided, however, that any such waiver, alteration, amendment or modification is consented to on the Company's behalf by the Committee. No waiver by either of the parties hereto of their rights hereunder shall be deemed to constitute a waiver with respect to any subsequent occurrences or transactions hereunder unless such waiver specifically states that it is to be construed as a continuing waiver.

14. **Governing Law.** This Award Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Notwithstanding anything contained in this Award Agreement, the Grant Notice or the Plan to the contrary, if any suit or claim is instituted by the Participant or the Company relating to this Award Agreement, the Grant Notice or the Plan, the Participant hereby submits to the exclusive jurisdiction of and venue in the courts of Delaware.

15. **Plan.** The terms and provisions of the Plan are incorporated herein by reference. In the event of a conflict or inconsistency between the terms and provisions of the Plan and the provisions of this Award Agreement (including the Grant Notice), the Award Agreement (including the Grant Notice) shall govern and control.

16. **Section 409A.** It is intended that the Awarded Units granted hereunder shall be exempt from Section 409A of the Code pursuant to the "short-term deferral" rule applicable to such section, as set forth in the regulations or other guidance published by the Internal Revenue Service thereunder.

17. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Awarded Units and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

18. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to receive the Awarded Units and participate in the Plan through an on-line

or electronic system established and maintained by the Company or a third party designated by the Company.

19. **Entire Agreement.** This Award Agreement, the Grant Notice and the Plan constitute the entire agreement of the parties hereto in respect of the subject matter contained herein and supersede all prior agreements and understandings of the parties, oral and written, with respect to such subject matter.

[MONTH] [●], 2026

[Mr. / Ms. / Mrs.] [LAST NAME]  
Claritev Corporation  
[ADDRESS]

Re: Severance

Dear [NAME]:

You previously entered into that certain letter (the “Severance Letter”), dated [ ] between you and Claritev Corporation (f/k/a Multiplan Corporation), a Delaware corporation (the “Company”). Pursuant to the terms of the Severance Letter, the Severance Letter may be amended by a signed agreement in writing between you and the Company. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Severance Letter.

Accordingly, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises and mutual covenants and conditions contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

- All uses of the term “one-year period” in the Severance Letter shall hereby be deleted and replaced with “two-year period.”

All provisions of the Severance Letter that are not expressly modified hereby shall remain in full force and effect. From and after the date hereof, all references to “this letter” or “this letter agreement” in the Severance Letter shall mean the Severance Letter as amended by this letter. Your employment remains at-will, meaning that you and the Company may terminate the employment relationship at any time, with or without cause, and with or without notice.

Please sign and date this letter agreement and return the signed copy to the Company’s Chief People Officer by [DATE], 2026.

Very truly yours,

**CLARITEV CORPORATION**

By: \_\_\_\_\_

Name:

Title:

**AGREED TO BY EXECUTIVE:**

By: \_\_\_\_\_

Name:

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO RULES 13A-14(A) AND 15D-14(A) UNDER THE SECURITIES EXCHANGE ACT OF 1934,  
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Travis Dalton, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Claritev Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2026

/s/ Travis Dalton  
\_\_\_\_\_  
Travis Dalton  
Chief Executive Officer  
(Principal Executive Officer)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER  
PURSUANT TO RULES 13A-14(A) AND 15D-14(A) UNDER THE SECURITIES EXCHANGE ACT OF 1934,  
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Douglas M. Garis, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Claritev Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2026

/s/ Douglas M. Garis

Douglas M. Garis

Chief Financial Officer

(Principal Financial Officer)

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Claritev Corporation (the “Company”) on Form 10-Q for the period ended March 31, 2026, as filed with the Securities and Exchange Commission (the “Report”), I, Travis Dalton, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as added by §906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. To my knowledge, the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 7, 2026

/s/ Travis Dalton

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Travis Dalton

Chief Executive Officer

(Principal Executive Officer)

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Claritev Corporation (the “Company”) on Form 10-Q for the period ended March 31, 2026, as filed with the Securities and Exchange Commission (the “Report”), I, Douglas M. Garis, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as added by §906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. To my knowledge, the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 7, 2026

/s/ Douglas M. Garis

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Douglas M. Garis

Chief Financial Officer

(Principal Financial Officer)