



FINANCIAL RECOVERY STRATEGIES

## FRS Authorization Terms

### **Payment Card Interchange Fee and Merchant Discount Class Action Settlement**

**Scope of Agency Relationship:** Client appoints FRS as exclusive recovery agent with full assignment authority to prepare and submit Client's claim(s) for settlement in connection with the above-referenced class action settlement.

**Client's Knowing Retention of FRS:** Client acknowledges that, although it has the right to file a claim on its own and to not hire FRS to participate in the monetary relief provided by the above-referenced settlement, Client, of its own volition, has determined to hire FRS to do so. FRS will make reasonable efforts to file complete and accurate claim(s), and to secure on behalf of Client payment(s) in connection with such claim(s).

**Client Assistance:** Client shall provide FRS with the assistance and documentation that FRS deems necessary to complete Client's claim(s), and acknowledges that Client's failure to do so, or to provide accurate contact information, including email addresses, phone numbers and mailing addresses, may result in FRS not filing such claim(s) or in a reduced recovery for Client. Client authorizes FRS to communicate via email, phone, voice cast or direct mail with Client to the extent FRS deems necessary to complete claim(s) and to keep Client notified of potential recovery opportunities.

**FRS Compensation:** For locating, advising and providing to otherwise unbeknownst Client notice of settlement recovery opportunities and for managing Client's claim(s), Client agrees to pay FRS 33% of all proceeds received by FRS in connection with each claim filed pursuant to this Agreement. All such proceeds shall be paid directly to FRS which, within thirty days of receipt, shall disburse to Client Client's recovery less FRS's compensation described herein. FRS also shall provide Client with a copy of the settlement check(s). If Client receives the proceeds, Client shall, within thirty days of receipt, forward to FRS a copy of the settlement check together with FRS's commission. If Client does not do so, Client agrees to pay, in addition to any commission awarded or paid to FRS, any and all collection, court and legal expenses FRS incurs to obtain its commission.

**FRS Role:** Client understands that FRS's sole responsibility pursuant to this Agreement is to investigate, collect and submit documentation concerning Client's claim(s) as described herein, and that FRS is not Client's attorney, is not providing Client with legal representation, is not practicing law, is not Class Counsel or the Class Administrator, and is not professing to possess any specialized legal skills necessary to complete any forms to obtain recovery.

**Additional Information:** Additional information about this settlement may be found on the Court-approved website ([www.paymentcardsettlement.com](http://www.paymentcardsettlement.com)). No claim forms are available at this time. During the claims-filing period, no-cost assistance will be available from the Class Administrator and Class Counsel.

**Confidentiality:** The information about Client that is provided by Client or is obtained by FRS through Client pursuant to this Agreement is confidential and proprietary information of Client. FRS will use such Client information solely for the purpose of filing in the above-referenced class action settlement claims on behalf of Client, and not for any other purpose. Following the completion of the claim process and upon payment for services rendered, FRS will destroy any and all confidential information about Client except for one archival copy that FRS may keep for its records. Client understands that FRS, on its website and in its marketing materials, may identify Client as a client of FRS and, in that connection, may display Client's logo.

**Binding Effect, Assignment:** This Agreement covers all of Client's related entities and locations, and shall be binding upon and inure to the benefit of FRS and Client and to their successors and assigns. Should Client seek to assign its claim to recover from the above-referenced class action settlement, Client shall provide FRS with the option to meet any offer received by Client, and, in the event that Client assigns any such claim to a party other than FRS, Client shall advise the purchaser of FRS's rights hereunder.

**The parties hereto have read, understand and agree to the provisions of this Agreement as of the date first above written. By signing this document you are attesting to the fact that you have the authority to enter into this Agreement. FRS will transmit receipt of your executed Authorization Agreement within ten days (a postcard will be sent if you do not provide an email address). Your Authorization Agreement is not considered received by FRS until you receive an acknowledgement.**