

**AGREEMENT WITH SLATESHORE RECOVERY FOR CLAIMS MANAGEMENT,
RE: PAYMENT CARD INTERCHANGE FEE & MERCHANT DISCOUNT ANTITRUST
SETTLEMENT (the "Settlement")**



Effective on the date this Agreement is digitally or manually signed by both the Client / Company identified below ("Client"), and Slateshore Recovery ("SSR") with respect to any recoveries made related to the Settlement.

- 1. Scope of Limited Agency Relationship.** The Client appoints SSR as exclusive recovery agent with full assignment authority to prepare and submit Client's present and subsequent claims related to the Settlement.
- 2. Duties** SSR will make all reasonable efforts to file complete and accurate claims on behalf of Client, based on information provided to SSR by Client, and to secure payment of Client's share of the Settlement. The Client may file claims on its own behalf, but elected to engage SSR under the terms of this Agreement to file any and all claims for Client from the Settlement and therefore waives any and all future rights to collect this settlement by any other means.
- 3. Permission to Obtain Records** SSR is authorized to request, gather and/or copy all necessary documentation to complete all of Client's claims.
- 4. Compensation** In consideration of the performance of the duties set forth in this Agreement, Client shall pay SSR, and SSR shall be entitled to retain 33% from all sums, if any, actually received by SSR on behalf of Client.
- 5. Distribution of Recovery and Payment of Compensation** All proceeds due to Client from the Settlement, if any, shall be paid directly to SSR by the claims administrator. SSR will deposit all claim proceeds, if any, into its bank account, and disburse to the Client its recovery less SSR's agreed to compensation as set forth in this Agreement.
- 6. SSR Is Not Claimant's Attorney and Is Not Practicing Law** SSR is not providing Client with legal advice nor representation. SSR does not possess any specialized legal skills necessary to complete any forms to obtain settlement. SSR will only investigate, collect, and submit documentation concerning the Client's claims. Client was given an opportunity to consult with its own counsel prior to signing this Agreement.
- 7. Construction and Jurisdiction** This Agreement shall be governed by the laws of the State of New York applicable to contracts wholly made and performed therein. Any dispute arising out of this agreement shall be resolved in the courts located in New York County New York. In any dispute arising under or related to this Agreement, the prevailing party shall be awarded its attorneys fees and costs. The terms of this agreement shall have control over any conflicting or contradicting terms in any referred or subsequent agreement or document.
- 8. Confidentiality** The information about the Client, which is provided by the Client, or is obtained by SSR through the Client pursuant to this Agreement, is the confidential and proprietary information of the Client. SSR will use such information solely for the purpose of filing claims on behalf of the Client in this and all related class action settlements, and not for any other purpose. Following the completion of the claims process and upon payment for services rendered, SSR will destroy any and all information about the Client except for archived copies that it may keep for its records.
- 9. Multiple Entities and Locations (If Applicable)** This Agreement shall bind the Client and all of its subsidiaries, affiliates, and related entities and locations, as attached as a Schedule A to this Agreement. Such list is intended to reflect a full and complete list of all of the Client's subsidiaries, affiliates and/or related entities; the entities bound by this Agreement include, but are not limited to, those listed therein.
- 10. Disclaimer for "Payment Card settlement" (Visa/MC):** Claim forms are being delivered and are available online beginning December 1, 2023. No cost assistance will be available from the class Administrator and Class council during the claims-filing period. Class members need not sign up for a third party service in order to participate in any monetary relief. For additional information, class members may visit www.paymentcardsettlement.com, the court's approved website for this case.
- 11. Slateshore Recovery Payment Guarantee:** SSR guarantees to pay to you, less SSR's compensation detailed in paragraph 4 above, the full amount of your valid and qualified claim(s), provided (a) the Settlement is recognized as a final settlement, not subject to any further appeal, challenge, dismissal or other remedy, (b) Client submits to SSR all information reasonably requested by SSR to file and prosecute Client's claim(s), and (c) all funds are disbursed from the Escrow Account.

The parties hereto have read, acknowledge, accept and agree to the terms and conditions of this Agreement. By signing this document, you are attesting to the fact that you have the authority to enter into this Agreement.

Client/Company: {companyName}
DBA (Doing Business As): {DBA}
Company Street Address: {street}
{city}, {state}, {zip}
Representative/Signer Name: {firstName} {lastName}
Title: {title} - **Phone:** {phoneNumber}
Email: {email}
By:

{signature}

Slateshore Recovery
Anthony Picadio
President
14 Harwood Court, Suite 415
Scarsdale, NY 10583
Date: {timestamp}
By:

Anthony Picadio

Contract ID: {contractIdNumber}