

# SPECTRUM

## SETTLEMENT RECOVERY

# SERVICE AGREEMENT

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### CONTACT INFORMATION

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|                       |                       |
|-----------------------|-----------------------|
| First Name _____      | Last Name _____       |
| Title _____           | Company _____         |
| Address _____         |                       |
| City _____            | State _____ Zip _____ |
| Phone (primary) _____ | Email _____           |
| Fax _____             | Tax ID (EIN) _____    |

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### TERMS & CONDITIONS

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1. I, \_\_\_\_\_, am authorized to enter into a binding contract on behalf of \_\_\_\_\_ and its subsidiaries ("Company").
2. Company hires Spectrum Settlement Recovery, LLC ("Spectrum"), to be its exclusive agent to file all claims under the Visa Check/MasterMoney Antitrust Litigation Settlement, Case No. 96-CV-5238 (JG) ("Settlement").
3. Company appoints Spectrum as Company's Agent, pursuant to the Letter of Agency executed concurrently with this Agreement, to communicate with the Visa Check/MasterCard Claims Administrator ("CA") and others as necessary to complete a claim or claims on behalf of Company pursuant to the Settlement. Spectrum's status hereunder is that of an independent contractor and not of an employee of Company. This is NOT a contract for legal services. Spectrum is not a law firm and this Agreement does not provide for or contemplate in any way Company's legal representation by Spectrum. Spectrum will not provide, and Company may not rely upon Spectrum for, legal advice or services of any kind.
4. At all times Spectrum will abide by the following:
  - a. Spectrum will use the documents and information (whether written or oral) gathered from or on behalf of Company pursuant to this Agreement (collectively, "Claim Information") solely for the purpose of pursuing Company's rights under the Settlement;
  - b. Spectrum will not use the Claim Information for any other purpose whatsoever;
  - c. Spectrum will keep Company's Claim Information confidential and will not disseminate, sell, transfer, share, communicate, or make this Claim Information available to any party other than the CA or other official party, and to them only for the purpose of securing Company's rights under the Settlement.
5. If the Settlement, or any portion thereof, is modified or changed in any way so as to substantially affect the intent of the parties under this Agreement, the parties agree in good faith to modify this Agreement accordingly. Any modifications to this Agreement must be approved in writing by both parties.
6. Company understands that the claim filing process is a cooperative endeavor, and that Spectrum may require Company's assistance to gather documents, collect information, generate reports, and/or communicate with the CA or others in order to pursue Company's rights under the Settlement.
7. Spectrum shall be responsible for, and Company shall have no obligation for, such normal costs and expenses as in Spectrum's judgment are necessary to fulfill its duties under paragraph 2 ("Costs"). Costs will not include, however, data collection fees imposed by third party data providers, such as Company's processors. Such third party data collection fees will be the responsibility of Company and, if advanced by Spectrum, deducted from Company's gross recovery pursuant to paragraph 9. Spectrum's Commission, as defined in paragraph 8, will be calculated after deducting data collection fees from Company's gross recovery.
8. Company agrees to pay Spectrum a fee ("Commission") equal to \_\_\_% of Company's total and final recovery due ("Total Recovery Due"). The Commission owed to Spectrum, as a percentage of Company's Total Recovery Due, shall remain constant and not be affected by Securitization of the settlement funds. Company's revocation of the Letter of Agency will not release Company of its obligations to pay any and all Commission owed to Spectrum.
9. If Company receives total or partial payment directly from the CA, Company will notify Spectrum of the date and amount of the payment from the CA within 10 days. Company will deliver a pro rata Commission payment to Spectrum within 30 days of receiving an invoice from Spectrum. This pro rata Commission payment will be calculated by multiplying the payment received from the CA by the Commission percentage set forth in paragraph 8. If at any time the Total Recovery Due to Company is increased or reduced, any future pro rata Commission payments to Spectrum shall be adjusted accordingly. Similarly, if, pursuant to the Letter of Agency, Spectrum receives total or partial payment on behalf of Company, Spectrum will pay Company its pro rata recovery, net of Spectrum's pro rata Commission, within 30 days. Notwithstanding any of the foregoing, Spectrum shall have the right to recover data collection fees deductible pursuant to paragraph 7 in full before the payment of any pro rata recovery or Commission.
10. Company understands that Spectrum will use reasonable efforts to pursue Company's rights under the Settlement. Company understands that Spectrum cannot guarantee any particular expected recovery or increase in recovery.
11. This Agreement shall be governed by the laws of California without reference to its choice of law provisions. Company and Spectrum agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in San Francisco, California, before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the Award may be

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entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction in California and in no other jurisdiction.

12. The information contained in this Agreement constitutes trade secrets, confidential, and proprietary information. As such, Company and Spectrum agree to keep this Agreement and its terms confidential and will take all necessary measures to ensure this confidentiality.

### **Company Representative**

\_\_\_\_\_  
Name Title Date

### **Spectrum Settlement Recovery LLC Representative**

\_\_\_\_\_  
Name Title Date