

CLASS ACTION CAPITAL SERVICE AGREEMENT & CLAIM RECOVERY AUTHORIZATION

Lexco Capital Partners LLC dba Class Action Capital (“CAC”) thanks you for choosing us as your exclusive agent to prepare and file your company’s claim(s) in the *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation | MDL No. 1720* (“Settlement”). The following are the governing terms and conditions (“Services Agreement”):

1. I am authorized to enter into a binding contract on behalf of the Company listed below and all its related entities, subsidiaries and locations. (“Company”). I understand Class Action Capital’s fee is a percentage of your financial recovery. Claim forms are not yet available from the Class Administrator. When claim forms do become available, class members are not required to sign up with any third-party service in order to participate in the monetary relief, but may instead file their claim directly with the Class Administrator. The claim form will inform most class members of their actual or estimated interchange fees on which it is proposed their claims will be paid. Claimants may accept or dispute this estimate with the opportunity to submit additional information. No-cost assistance will be available from the Class Administrator and Class Counsel during the claims-filing period. For additional information, class members may visit www.paymentcardsettlement.com, the Court approved website for this case..
2. Company hires CAC to be its exclusive agent to assist in preparing and filing a claim for the Settlement (“Claim(s)”). Company authorizes CAC to request and receive limited information from Company and relevant third-parties necessary to fulfill CAC’s duties under this Services Agreement including, but not limited to, preparing Claim(s), filing Claim(s) and communicating with settlement administrators regarding Company’s Claim(s).
3. Company authorizes settlement administrators appointed in the Settlement to direct all communications and to send all correspondence, including Company’s financial distributions payable to both Company and CAC, directly to CAC. This Services Agreement does not obligate CAC to file Claim(s) for Company should Company or third parties not provide CAC with information needed or if Company is not eligible.
4. CAC’s status is that of an independent contractor and not of an employee of Company. This is not a contract for legal services. CAC is not a law firm and this Services Agreement does not provide for Company’s legal representation.
5. Company agrees to pay CAC a fee of **25% (“Commission”)** of Company’s total and gross final recovery received as payment for Claim(s) filed by CAC on behalf of Company (“Gross Recovery”) pursuant to this Services Agreement. CAC’s Commission is contingent upon Company receiving proceeds and if Company receives no proceeds, for any reason, CAC is not entitled to a Commission. CAC’s Commission is all-inclusive and no expenses will be charged.
6. Company understands that the Gross Recovery will be paid to CAC, deposited into a CAC account and CAC will deduct its Commission before distributing the Company’s share. Company may request an itemized summary that lists the Gross Recovery, Commission and final amount due to Company.
7. CAC will use the documentation and information gathered from or on behalf of Company pursuant to this Services Agreement (“Claim Information”) solely for the purpose of pursuing Company’s recovery and rights under the Settlement. CAC will not use the Claim Information for any other purpose whatsoever. CAC 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 Claim(s) Administrator or other third party, and to them only for the purpose of securing Company’s rights under the Settlement.
8. Company understands that CAC will use reasonable efforts to pursue Company’s rights under the Settlement. Company understands that CAC cannot guarantee any particular expected recovery or increase in recovery. To the extent permitted by applicable law, CAC disclaims all express or implied warranties, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Company recognizes that CAC must have certain information and/or documentation in order to submit a valid Claim in this Settlement and that without such required data CAC will not be able to perfect a valid Claim for Company.
10. This Services Agreement shall be governed by the laws of Alabama without reference to its choice of law provisions. Company and CAC agree that any and all disputes, Claim(s) or controversies arising out of or relating to this Services Agreement may be brought in any State or Federal Court located in the State of Alabama.
11. This Services Agreement supersedes any verbal agreements or understandings or other written agreements between the parties. It represents the entire agreement between the parties.
12. Signing below and submitting an application for services is not a contract but is an application for CAC’s services subject to CAC’s review and approval.

Company Representative

Signature _____ Date _____

Print Name _____ Title _____

Class Action Capital Representative

Signature _____ Title _____ Date _____

**CLASS ACTION CAPITAL
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COMPANY INFORMATION

First Name	
Last Name	
Title	
Legal Company Name & DBA	
Street Address	
City	
State	
Zip	
Email Address	
Phone	
Fax	
Tax ID (EIN)	
Did you file for bankruptcy since 2004?	
Did you dissolve the company since 2004?	
Please list any other company names, DBAs or subsidiaries that accepted Visa or MasterCard since 2004	