

Exclusive Claims Management Agreement:

Action(s)

This Exclusive Claims Management Agreement, effective _____, (the "Agreement") is entered into between _____, headquartered at _____, and all of its affiliated businesses and subsidiaries ("Client") and Financial Recovery Services, LLC d/b/a Financial Recovery Strategies, located at 80 Wesley Street, South Hackensack, NJ 07606 ("FRS").

Scope of Agency Relationship: Client appoints FRS as exclusive recovery agent with the authority provided in the separate "Authorization to File and Manage Claims" to prepare and submit any proof of claim (each, a "Claim") to participate in the recovery provided by any settlement or other resolution of any action stated in the title hereto. FRS shall determine, based on information provided by Client, Client's eligibility, and, based upon that determination, shall prepare and submit each Claim.

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 resolution of any action, Client, of its own volition, has determined to hire FRS to do so. FRS will make reasonable efforts to file complete and accurate Claims, and to secure payment(s) in connection with such Claims.

Client Assistance: Client shall provide FRS with the assistance and documentation that FRS deems necessary to complete the Claims ("Relevant Information"), and, in that connection, hereby authorizes any party in possession of Relevant Information to provide it to FRS. Client acknowledges that its failure timely to assist FRS, or to provide accurate contact information, including email addresses, phone numbers and mailing addresses, may result in FRS not filing Claims or in a reduced recovery. Client authorizes FRS to communicate with Client via email, phone, voice cast or direct mail to the extent FRS deems necessary to complete Claims and to keep Client notified of potential recovery opportunities.

FRS Compensation: For locating, advising and providing to otherwise unbeknownst Client notice of opportunities to recover from the resolution of the above-referenced action(s), and for managing the Claims, Client assigns to FRS 33% of each Claim filed pursuant to this Agreement. All proceeds from such Claims shall be paid directly to FRS which, within twenty business 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 disbursement documentation (e.g., check(s)) that FRS receives from the claims administrator. If Client receives the proceeds, Client shall, within twenty business days of receipt, forward to FRS a copy of the disbursement documentation together with FRS's compensation. If Client does not do so, Client agrees to pay, in addition to any compensation awarded or paid to FRS, any and all collection, court and legal expenses FRS incurs to obtain its compensation.

FRS Role: Client understands that FRS's sole responsibility pursuant to this Agreement is to investigate, collect and submit documentation concerning the Claims 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 a representative of any government, is not a claims administrator, and is not professing to possess any specialized legal skills necessary to complete any forms to obtain recovery.

Confidentiality: Information about Client that is provided by Client or is obtained by FRS through Client pursuant to this Agreement is confidential. FRS will use such Client information solely for the purpose of filing in Actions Claims and to inform Client about other potential recovery opportunities. Following the completion of the claim process and upon payment of FRS's compensation, 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.

Construction and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to the conflicts of law principles that would result in the application of other law, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with the laws of the State of New Jersey. Each of the parties hereto submits itself to the exclusive jurisdiction of the Courts of the State of New Jersey, sitting in Bergen County, and consents that any action or proceeding related to the matters contemplated by or arising from this Agreement may be brought in such courts, and waives any objection to the venue of any such action or proceeding in any such court.

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 any Claim for which FRS has been engaged pursuant to this Agreement, 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.

Client has read, understands and agrees to the provisions of this Agreement as of the date first above written. By signing this Agreement, the signer attests that he or she is authorized by Client to enter into it. FRS will transmit within ten days an acknowledgment of receipt of this executed Agreement, which is not considered received by or binding upon FRS until Client receives the acknowledgment; accordingly, Client should contact FRS if Client does not timely receive an acknowledgment.

FINANCIAL RECOVERY STRATEGIES

FEIN or Business Number _____

Signature: _____

Contact Name: _____

Contact Title: _____

Contact Email: _____

Contact Phone: _____

Date: _____

Signature: _____

Date: _____

FRS Referral Agent: _____ AAMS2020-08-31



AUTHORIZATION TO FILE AND MANAGE CLAIMS

This Authorization to File and Manage Claims is made on _____ by _____ ("Client") pursuant to the Exclusive Claims Management Agreement (the "Agreement") made and entered into as of _____ between Financial Recovery Services, LLC, a New Jersey limited liability company ("FRS") and Client. Client entered into the Agreement, by which FRS notified Client of Client's opportunity to recover from the settlement(s) obtained in the _____ (the "Action") and, on behalf of Client, to provide services in connection with preparing, filing and managing claims to recover from any settlement obtained in the Action. To enable FRS to fulfill its contractual obligations under the Agreement, Client, in connection with the Action, hereby grants a limited and specific power of attorney to FRS, and authorizes FRS, as Client's attorney-in-fact, as follows:

- To prepare, execute and file all of Client's proof of claim forms and, in that connection, to complete and file all required documents, including, but not limited to, registration forms, declarations and payment transfer documents;
- To manage all proof of claim forms, including, but not limited to, responding to any inquiries in connection with those proof of claim forms, and receiving from the claims administrator all proof of claim forms and other documents and information necessary to do so;
- To provide any information or to perform any incidental acts reasonably necessary to resolve those proof of claim forms;
- To negotiate, enter into and accept resolution of those proof of claim forms; and
- To accept the distribution of settlement funds for the purpose of remitting such funds to Client in a manner consistent with the Agreement.

The undersigned has executed this Authorization to File and Manage Claims as of the date set forth above.

Signature: _____

Name: _____

Title: _____

FRS acknowledges receipt of this Authorization to File and Manage Claims.

Financial Recovery Services, LLC

Signature: _____

Name: _____

Title: _____

AFMC-CS2020-07-06