

## **CLIENT AGREEMENT**

Acclaim Group LLC ("Acclaim") is pleased to act as your exclusive agent to file a claim to participate in the class action settlement in *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, United States District Court, Eastern District of New York, Court File No. 1:05-md-01720.

This Agreement confirms that you are engaging Acclaim to undertake the following services on your business's behalf:

1) We are authorized to: (a) prepare, file and process your class action settlement claim; (b) act as the contact person for your claim; (c) gather supporting documentation; (d) sign forms; (e) receive, endorse, negotiate and deposit settlement checks in order to retain our contractual percentage of the proceeds before forwarding the remaining amount of the reimbursement to you; and (f) take all other actions necessary to process your claim.

2) You agree to pay us 25% of the proceeds received from the class action settlement. We will pay all costs associated with obtaining these proceeds, unless

Dated:

(Print Full Legal Name of Business)

(Signature of Authorized Representative)

(Print Full Legal Name of Person Signing)

(Capacity of Person Signing, e.g., President)

## ACCLAIM GROUP LLC

By: \_\_\_\_\_ Its:

otherwise agreed. *There will be no compensation due to us if you do not receive any proceeds.* 

3) We are a private company and are not affiliated with the claims administrator, class counsel or any other parties associated with the class action settlement. You are not required to use us to file a claim, but have voluntarily chosen to do so. We are not a law firm and do not give legal advice. We do not guarantee that you will receive any proceeds.

4) No claim forms are available at this time, and no claim-filing deadline exists. No-cost assistance will be available from the class administrator and class counsel during the claims filing period. No one is required to sign up with any third-party service in order to participate in any settlement. For additional information regarding the status of the litigation, you may visit <u>www.paymentcardsettlement.com</u>, the court-approved website for this case.

5) If a dispute arises between us, this agreement will be construed in accordance with the laws of the State of Minnesota. The prevailing party will be entitled to its expenses and attorneys' fees.

(Mailing Address)

(City, State, Zip)

(Telephone Number)

(E-mail Address)

Estimated Annual Credit Card Acceptance

\$\_\_\_\_\_

Merchant ID Number (MID#)

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