

**Payment Card Interchange Fee and   
Merchant Discount Antitrust Litigation**

**Client Agreement**

On this, the **19th** day of **October 2020**, **BNG Hospitalities, INC** and its affiliates, located at **90 Rt 17 K, Newburgh NY 12550, new York, 12550.**

Client and J.E. Lawrence & Co. (“JEL-CRS”) agree as follows with respect to any recoveries made related to an antitrust class action entitled In Re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation approved in the United States District Court, Eastern District of New York.

**Range of Agency Relationship:** The Client appoints JEL-CRS as exclusive recovery agent with full assignment authority to prepare and submit Client’s present and subsequent claims related to the settlement(s).

**Responsibilities:** JEL-CRS agrees to make all reasonable efforts to file complete and accurate claims, and to secure payment of the claims on behalf of the Client. The Client has been informed of its right to file claims on its own behalf, but has decided to hire JEL-CRS to file any and all claims for settlement.

**Consent to Attain Records:** The Client hereby authorizes JEL-CRS to request, gather and/or copy all necessary documentation to complete all claims.

**Roles:** The parties understand and agree that with respect to JEL-CRS’s duties and authority: (a) JEL-CRS is not providing the Client with legal representation and is not practicing law; (b) JEL-CRS will only investigate, collect, and submit documentation concerning the Client’s claims for settlement.

**Construction and Jurisdiction:** This Agreement shall be construed in accordance with the laws of the State of New York as an agreement executed and to be performed entirely therein without references to principals of conflict of law. The parties agree hereby to submit any disputes hereunder to the jurisdiction of the courts of New York State.



**Confidentiality:** The information about the Client which is provided by the Client, or is obtained by JEL-CRS through the Client pursuant to this Agreement, is the confidential and proprietary information of the Client. JEL-CRS 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, JELCRS will destroy any and all information about the Client except for one archival copy that it may keep for its records.

**Third Party Service Acknowledgement:** Client acknowledges that no one is required to sign up with any third-party service in order to participate in any monetary relief. 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 any claims-filing period. For additional information regarding the status of the litigation, interested persons may visit [www.paymentcardsettlement.com](http://www.paymentcardsettlement.com/) , the Court-approved website for this case.

**Multiple Entities and Locations (if applicable):** This Agreement covers the Client and all of its subsidiaries, affiliates, and related entities and locations, described in part in the Multiple Locations Form.

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### J. E. LAWRENCE AND COMPANY (JEL) MAKES NO PROMISES, GUARANTEES OR WARRANTIES OF ANY KIND AS TO WHETHER ANY CLAIM WILL BE PAID BY THE CLAIMS ADMINISTRATOR. TO THE EXTENT THAT A CLAIM IS DENIED, JEL WILL BEAR NO RESPONSIBILITY WHATSOEVER. THE PARTIES RECOGNIZE AND AGREE THAT JEL IS ACTING MERELY AS AN AGENT OF THE CLIENT, AND HAS NO AUTHORITY TO GRANT OR DENY A CLAIM. CLIENT SHALL INDEMNIFY AND HOLD JEL HARMLESS FROM ANY LIABILITY DUE TO THE REJECTION OF A CLAIM ON ANY BASIS WHATSOEVER.

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

The Client agrees that their **typed name**, for the purposes of this Agreement, is legally valid and binding as if the Client had signed the document with ink on paper in accordance with the Uniform Electronic Transactions Act (UETA). **The Client stipulates and agrees that the typed name shown as the Authorized Client Signature is required on this document.** The Client agrees that by typing his/her name and contact information below that he/she has read this Agreement, thereby asserting that this document becomes a legally binding contractual Agreement and commitment between J.E. Lawrence and Company and the Client.

## Please type Authorized Client Signature and provide other requested information. Then select REPLY ALL to email this document to [contract@jelcrs.com](mailto:contract@jelcrs.com)

**(Authorized Client Signature – Please type)**

**(Authorized Client Title – Please type)**

**(Authorized Client Email Address – Please type)**

**(Authorized Client Phone – Please type)**

**(Authorized Client Email Address – Please type)**

**(Client Estimated Claim Amount – Please type)**

**(Client Tax ID # – Please type)**

**For J.E. Lawrence & Company**

Dave Devine

**Account Executive**

Edward V. Vicinanza

**President**

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**305 Laurel Falls Drive, Apollo Beach, FL 33572 Phone: (845) 445-6651** [**www.jelcrs.com**](http://www.jelcrs.com/)