

Medical Evidence Development Agreement



About Trajector Medical

Trajector Medical's mission is to improve the lives of Veterans by combining industry leading technology with live interaction/consultation with licensed medical professionals to help you identify, develop, and document supporting medical evidence for previously overlooked and underrated potential VA disability benefits that you are medically, legally, and ethically qualified for. While we do not treat medical conditions nor prescribe medications, we may consult with your Primary Medical Care Provider or review their records of your medical encounters. We operate in full compliance with 38 USC 5125 and other well-established laws and regulations that safeguard a Veteran's right to utilize private medical professionals in support of VA disability claims.

Our medical services and capabilities are significantly different than what VSOs are authorized and accredited to provide you. We focus exclusively on the medical aspects relating to your disability conditions. We are not VA accredited attorneys or agents or VSOs and we do not prepare (fill out VA application forms) or present (file) VA disability claims. You agree that Trajector Medical is not responsible for ensuring you meet VA filing deadlines nor responsible for any misrepresentations you make to the VA.

If our medical clients wish to utilize the medical evidence packet we develop for them, they are responsible for filling out their VA claim documents and submitting the evidence to the VA. We encourage you seek help from a VSO if you need assistance with filing your claim paperwork or any other services they provide. We are not affiliated with the VA nor do we receive any funding from the VA and we DO NOT control the VA processing times and cannot guarantee the outcome of your VA disability claim. It is possible, although uncommon, that your existing VA disability rating may be reduced if the VA determines an existing disability condition has significantly improved. We have a zero-tolerance policy for Veterans attempting to defraud the VA.

We never charge you any up-front fees and you only pay our fees, which are detailed below, after you receive an increased benefit. Many Veterans have had some success with free services provided by free VSOs and we strongly encourage you to fully exhaust all the free service options available to you (or exhaust your patience with the process) prior to contracting for professional services.

Use of Your PII & PHI — Veteran Information Access Agreement / Limited Proxy Agreement

Trajector Medical and our affiliates may stand in your place as your limited proxy and utilize your personally identifying information (PII) and protected health information (PHI) to access, obtain and review information relating to your military service and military medical information, private medical information, and any VA or Social Security medical and disability benefits data reporting systems. This Limited Proxy Agreement is restricted to read-only access and does not extend to any decision-making authority on your behalf and does not authorize us to make any changes to your records. Only you or your VA or Social Security accredited representative or attorney are authorized to make changes to any information or prepare, present, or prosecute a claim for federal benefits. While we may refer you to other services we feel may be beneficial, we never sell your data. Consult our [Notice of Privacy Practices](#) for a full description of how we secure, use, and access your PHI.

Our Communication with you about your PHI

During the course of our communications, it may be necessary for you to send or receive information that is confidential, sensitive, or falls under the category of Protected Health Information (PHI). However, there is a risk of interception or misdirection to undesired or unintended third parties, which could reveal information. By signing, you agree that for the purpose of providing medical consulting services, Trajector Medical may send PHI in email, email attachments, or SMS messages, using methods that may be subject to interception. Trajector Medical strictly limits the disclosure of PHI to the minimum amount necessary.

Fee Structure

5X Monthly Increase

When you receive an increased benefit relating to any of the potential claim opportunities we identify for you, you agree to pay our Standard Fee equal to five (5) times the Total Increase in your VA pay from today's total monthly pay compared to the total you receive after a favorable VA rating decision. This 'Total Increase' calculation always includes COLA adjustments and any deletion or addition of dependents or other changes to your total VA monthly pay.

We never charge you any up-front fees and you only pay after you win.

While we don't require you to make any payments in advance. You agree to immediately notify us of any changes in your VA disability benefits. We will invoice you after you receive an increase in your VA pay and you promise to pay our invoice in full upon receipt. The VA will generally owe you retroactive pay for every month from the day you first file your claim until the day you win your claim. The average VA processing time varies and many medical clients receive a large lump sum payment for 6 or more months of retroactive pay which generally exceeds the amount of our invoice. This often enables our medical clients to pay our invoice in full upon receipt. In the event you do not receive a sufficient retroactive lump sum payment to pay our invoice in full, we will work with you to enroll in an automated monthly payment plan.

We add a 1% monthly service fee on unpaid invoice balances (or the maximum legal rate if it is less than 1% per month). However, if you pay your balance in full within ninety (90) days of the date on your VA claim rating decision notification letter, we will waive all of your monthly service fees.

Standard Fee Example:

Your current baseline total VA monthly pay today is \$500.
After you file claim for a potential overlooked or underrated disability we identify for you, your total VA monthly pay has increased to \$1,400.
Your total monthly increase in total VA pay = \$900
Your Standard Invoice = 5 times \$900 or \$4,500

Additional Terms

Trajector Medical is here to help you identify all your medical conditions, exposures, markers, symptoms, or traumas linked to your active duty and we then map those to additional benefit opportunities that may have been previously overlooked or underutilized. Trajector Medical may show you personalized recommendations for additional benefit opportunities. If you pursue some of these benefits, Trajector Medical may earn a fee from one of our partners.

We want our recommendations to improve the quality of your life and we choose partners that share our vision. We don't charge you a dime for these referrals and we do not sell or share your personal information with unaffiliated third parties for their own advertising or marketing purposes.

Your engagement with any other party is optional and at your sole discretion. Any expenses associated with any third-party providers is at your own expense and separate from this Agreement. You acknowledge that all of our medical evidence work products, documents, packets, and other developments, along with all medical consulting services we provide, are confidential and copyright protected work products, and the trade secrets and business systems used by us are exclusively owned by us. You are restricted from publishing, reproducing, distributing, or sharing any of our work product, content or processes with any party (other than submitting our medical evidence packet to the VA) unless you have specific written permission from our CEO. You may not use these processes, knowledge or documents to start a competing company or make them available to others. You understand that breach of this confidentiality and non-disclosure provision may cause extensive financial damage and you may be held liable for such breach. You agree that if you were to breach this paragraph, it would likely cause Trajector Medical substantial and irrevocable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, Trajector Medical shall have the right to specific performance and injunctive relief.

Our entire Agreement with you is detailed within this document and all matters concerning its interpretation, construction, enforcement, and performance, shall be governed by and determined and enforced in accordance with the laws of Florida in effect when you executed this Agreement, regardless of Florida conflict of laws principles.

You

Trajector Medical

Both

Please note that not all medical clients of Trajector Medical have the exact experience as described below and may not receive everything as described from Trajector Medical based on their circumstances.

1	Prepare for Battle <ul style="list-style-type: none">We are not your VA representative so we will not prepare, present, file, and/or prosecute a claim on your behalf. Although we help as much as we can with medical evidence collection and development, you must do your part. We can't do it without you.
2	We Collect And Map Your Medical Symptoms to Potential Previously Undiagnosed or Underrated Disabilities <ul style="list-style-type: none">Conduct root cause analysis to determine if disabilities are potentially VA service connectable.Begin process to determine the appropriate disability impairment rating and the disability onset date (which relates to the VA % rating and effective date).Many medical clients feel this is the most valuable service we provide since we routinely uncover benefits for previously overlooked or underrated disabilities. We collect your medical symptoms and conditions then map your symptoms that apply to the federal VA standards to potential underrated or undiagnosed disabilities. Then we perform a Root Cause Analysis to determine whether the potential disabilities were likely to be caused or aggravated by your active duty service or are the secondary result of another VA rated disability. Many disabilities have variable impairment ratings due to the severity of your medical symptoms so we evaluate your reported symptoms to determine your expected disability rating along with the disability onset date to help establish your expected disability effective date. These approximations, which are based on our own standards, are not binding on the VA in any way, but have often proven helpful for our decision auditing purposes.
3	You Select Disabilities to Pursue <ul style="list-style-type: none">You will review the list of potential disabilities that we identified for you and select the ones you want us to validate medical eligibility with our evidence-based approach. You understand and agree that we aren't able to develop a medical evidence packet supporting a disability that lacks medical or factual support.
4	Both Engage in a Medical Evidence Specialist Strategy Call <ul style="list-style-type: none">You discuss your personal details with one of our licensed medical professionals so they can validate your symptomatology and refine the list of potential disabilities you want to pursue into a list of viable disability conditions, while developing a nexus strategy when supported by the factual and medical evidence. This allows us to have a medical professional answer your questions while obtaining the critical info needed for us to develop supporting medical evidence.
5	We Develop Your Medical Evidence Packet <ul style="list-style-type: none">This is where our team members distill all the raw data we've collected about your medical symptoms and conditions, apply the VA disability and evaluation standards, and synthesize it into your personalized Medical Evidence Packet to clearly show the often complex relationship between your symptoms and disabilities, and when the evidence supports such a conclusion, how each disability may be linked back to your military service, along with the expected disability impairment rating and expected effective date.
6	You File Your Claim <ul style="list-style-type: none">You are responsible for preparing and filing the disability benefits claims that you decide to pursue with the VA. You can submit our medical evidence packet as supplemental evidence to the VA separately or when you file your disability claim application.
7	Both Engage in a Quality Assurance Session Prior to Medical Exam <ul style="list-style-type: none">Many Veterans are scheduled for a "VA Claim Exam" after they file a new disability claim. Since health conditions can change over time, and to help ensure that the examiner has accurate and up-to-date information on your symptoms, we schedule you for a Quality Assurance session prior to your VA exam to once again confirm the accuracy of your previously documented symptoms. We strongly urge you to attend your VA medical exam. We answer any questions you have and ensure you understand the medical examination process and how your symptoms relate to this exam so you don't have to be anxious about meeting with the VA examiner. Your VA Claim Examination is often the last opportunity you have to confirm the accuracy of your medical details prior to your claim being decided by the VA and we don't want you to feel intimidated and skip your exam.
8	You Attend Your VA Medical Examination <ul style="list-style-type: none">Attending your VA medical examination is an important step to engage with the VA's medical examiner, allowing them to update their records and evaluate your disability symptoms and conditions. You promise to attend your VA exams.
9	Both Collect and Process VA Decision Data <ul style="list-style-type: none">Trajector Medical relies heavily on data science to help identify benefit opportunities for tomorrow's Veterans. We do this by mapping millions of data points around our medical client's medical conditions and symptoms and markers to the ultimate VA rating decisions they are awarded. This enables us to identify less obvious fact patterns and unlock benefits for fellow veterans. It is critical that you authorize and provide access to your medical data and VA records and copies of any VA communications including disability benefit details and status, VA letters (e.g., VA Claim Decision Letter, VA Rating Breakdown and other documents reflecting a VA decision) and VA Claim Exam requests.
10	We Audit VA Decision, Invoice, Terminate Any Appeal-Related Fees, Deliver Medical Audit Report and Referral to VA Accredited Appeals Representatives <ul style="list-style-type: none">We audit the VA's decision and compare it to the expected rating and expected effective date analysis we started in step 2 above. Even after our medical clients provide the VA Regional Office with medical evidence to fully justify a favorable decision, we often discover that they have won some benefits but have been wrongfully denied or short-changed with lower than expected ratings or have missed out on substantial retroactive pay due to an inappropriate disability onset date award.After the audit is complete, we will invoice you for any additional benefits you've received as detailed in our Fee Structure section above.Then we will terminate Trajector Medical's ability to invoice you for any future benefit increases related to any wrongfully denied or lower than expected ratings that you actively pursue on appeal.Our audits often uncover actionable oversights in the VA's decision relating to your medical evidence that you and your VA Accredited representative may find useful to combine with appropriate legal arguments in an appeal to the Board of Veteran Appeals. We are not qualified to represent you in your appeals journey but we want to ensure you have the best shot at winning the VA benefits you medically, legally and ethically qualify for - so even though Trajector Medical will not invoice you for any claims you receive an increase from after an appeal, we provide you a copy of our Medical Audit Report absolutely FREE of CHARGE.Our Medical Audit Report is a medical evidence roadmap that can be extremely valuable to your VA accredited attorney when drafting their legal arguments for your appeal to the Board of Veteran's Appeals. If you don't already have a fully qualified VA Accredited Representative who can combine your medical evidence with legal arguments to win at the BVA, we can refer you to proven performers to assist you.Even though our initial engagement with you is complete, into the future we will continue to connect with you to help identify any changes in your medical health and conditions that may indicate that you have additional potential disabilities or benefits to evaluate.

Please Print and Sign Below

You hereby agree to begin receiving valuable proprietary medical consulting services from Trajector Medical which begins with us identifying potentially overlooked or underrated disabilities. You agree to provide us with all VA Rating Decision Letters that result from potential claims we identify for you within 15 days of receipt.

This Medical Evidence Development Agreement is entered into by the undersigned (“You”) and Trajector Medical, LLC (“We” or “Trajector Medical”) and are herein referred to, collectively, as (“The ‘Parties’”) and the (“Agreement”)

Arbitration Agreement and Class Action Waiver

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. BY EXECUTING THIS AGREEMENT YOU AGREE THAT ANY DISPUTE BETWEEN THE PARTIES WILL BE RESOLVED BY BINDING ARBITRATION AND YOU THEREFORE WAIVE YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM. PLEASE MAKE SURE THAT ALL PROVISIONS OF THIS AGREEMENT ARE READ AND UNDERSTOOD BEFORE SIGNING. IF YOU DO NOT UNDERSTAND ANY PROVISION, YOU SHOULD SEEK LEGAL ADVICE.

Mediation

If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Alachua County, Florida. Reasonable accommodations for attendance will be made as needed. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. Each party shall pay their own attorneys' fees associated with mediation.

Arbitration

This agreement to arbitrate is governed by the Federal Arbitration Act. If that mediation is unsuccessful, the Parties agree to submit the dispute to binding arbitration in Alachua County, Florida, under the Consumer Arbitration Rules of the American Arbitration Association (https://www.adr.org/consumer). Any dispute concerning or arising out of or under this Agreement, including a disagreement about this clause's meaning, application, or enforcement, shall be decided by the arbitrator. Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit, and other rights that You and We may have in court, may not be available in arbitration. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

Arbitration Costs

The expenses and fees of the arbitrator, and the cost (if any) of the hearing room will be shared equally by the Parties. The general cost of arbitration can be found in the forms at https://www.adr.org/consumer. Each party is responsible for the costs of its attorneys, representatives and witnesses, and all other costs related to the development and presentation of their case. Trajector Medical will not pay for Your witnesses to travel to or from, or participate in, arbitration hearings.

CLASS ACTION AND “CONSUMER MULTIPLE CASE FILINGS” WAIVER

BY AGREEING TO ARBITRATE DISPUTES AS OUTLINED ABOVE, YOU HEREBY WAIVE, WITH RESPECT TO ANY DISPUTE: (I) THE RIGHT TO PARTICIPATE IN A CLASS ACTION, MULTIPLE CONSUMER-CASE FILINGS UNDER THE AAA, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER; AND (II) THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON. The foregoing waiver is referred to herein as the “Class Action Waiver”. For California consumers, the Class Action Waiver does not include any waiver of a plaintiff's right to seek public injunctive relief under California's consumer protection statutes.

You and We agree that no arbitrator shall have authority to conduct any arbitration in violation of the Class Action Waiver or to issue any relief that applies to any person or entity other than You and We, individually. You acknowledge that this Class Action Waiver is material and essential to the arbitration of any claims and is non-severable from this section. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

Initials: DS

Limitations on Liability

IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY TRAJECTOR MEDICAL, TRAJECTOR MEDICAL'S AGGREGATE LIABILITY AND DAMAGES TO YOU SHALL NOT EXCEED THE TOTAL MONEY YOU PAID TO TRAJECTOR MEDICAL FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT.

Opportunity to Review

You have been advised to exhaust all of the free assistance options available to you from VSOs and the VA, or exhaust your patience with those free options, prior to engaging with any professional service options that charge a fee. You have been given a full opportunity to review this Agreement prior to signing below.

Discontinuation of this Agreement

Either party may request to discontinue this Agreement at any time. However, even after discontinuation, you are still obligated to pay Trajector Medical if you receive an increase in your total VA pay resulting from a decision letter for any potential claims we previously identified and Trajector Medical is still obligated to provide you a copy of any of your medical records, PII and PHI that we've developed or have in our possession.

If you wish to discontinue, you must submit a request for discontinuation to Termination@trajector.com or via certified mail AND continue to provide us with ALL claims related closeout documents we request.

If we wish to discontinue, we must notify you in writing to your email address or via certified mail.

A completed discontinuation request will result in the following: 1. We will discontinue any work in progress for you and cancel any new work. 2. We will stop communicating with you by email, phone, and text message, except for communication regarding any financial obligations to us.

The effective discontinuation date will be the date on which the non-discontinuing party acknowledges the discontinuing party's request via email or the receipt of a certified mail delivery confirmation.

While we develop medical evidence to support VA disability claims and provide medical consulting services, we do not engage in, nor are we accredited to **prepare, present or prosecute VA claims**. To file a VA claim, you must complete VA forms. You acknowledge that you must physically enter your information onto VA forms and that you are responsible for the accuracy of all information that you enter and decide to submit to the VA.

You further acknowledge that if you submit a VA form and someone else completes that VA form for you, you will ensure that such assistance comes from a person accredited by the VA to prepare VA claims.

Severability Clause

In the event any term(s) of this Agreement is found to be invalid or unenforceable, only that term(s) shall be excised from the Agreement, but all other terms of the Agreement are to be implemented (including the portions of the class action waiver that are enforceable). In the event any unenforceable term(s) are excised from this Agreement, both Parties hereby agree to instruct the arbitrator or court to interpret and apply the remaining terms of the agreement, and any subsequent awards, in a manner that most consistent with the arbitrator's or court's understanding of the intent of the agreement as it was drafted on the date it was executed.

Please Print And Sign Below

You hereby authorize Trajector Medical and any of our affiliates to use manual or automated means to communicate with you via email, text messaging, voicemail, landline, or mobile phone and you understand that all calls may be monitored or recorded for quality assurance.

David Southerland			
PRINTED NAME		SIGNATURE	
DATE		DATE	
237848623	04/10/1947	919-499-7564	davidsoutherland47@gmail.com
SOCIAL SECURITY NUMBER	DATE OF BIRTH	PHONE #	EMAIL
ALTERNATE CONTACT (E.G. SPOUSE)		ALTERNATE CONTACT PHONE #/EMAIL	
342 Tirzah Dr	Lillington	NC	27546
ADDRESS	CITY	STATE	ZIP
TOTAL COMBINED VA SERVICE-CONNECTED DISABILITY RATING PERCENTAGE YOU ARE CURRENTLY RECEIVING %			70%
THE AMOUNT YOU CURRENTLY RECEIVE MONTHLY FROM THE VA FOR DISABILITY \$			1716.28