
March 6, 2025

Patrick Looby
Williams & Connolly
plooby@wc.com

Re: Cornateanu v. Stoneledge Furniture LLC

Dear Patrick,

Thank you for the opportunity to present our proposal in the above captioned matter. Kroll has the requisite experience and technological resources to administer this settlement. Our performance history includes experience with cases related to the retail furniture industry, such as *Aberl v. Ashley Global Retail, LLC*, No. 37-2023-00011536-CU-BT-NC (Cal. Super. Ct., San Diego Cty.).

Also, we have administered numerous settlements involving the retail industry in general. Among these cases are:

- *Ariza v. Luxottica Retail North America*, No. 17-cv-05216 (E.D.N.Y.)
- *Barker v. Wendy's International LLC*, No. 37-2015-00028834 (Cal. Super. Ct., San Diego Cty.)
- *Chabot v. Walgreens Boot Alliance*, No. 18-cv-02118 (M.D. Pa.)
- *Durgan v. U-Haul International, Inc.*, No. 22-cv-01565 (D. Ariz.)
- *Fantroy v. Oakley, Inc. (Luxottica)*, No. 23-cv-00433 (E.D. Mo.)
- *In re: Luxottica of America Data Breach Administration*, No. 20-cv-00908 (S.D. Ohio)
- *Korolsheteyn v Costco Wholesale Corporation (Trunature) – Gingko*, No. 15-cv-709 (S.D. Cal.)
- *Kyles v. Stein Mart*, No. 19-cv-00483 (D. Del.)
- *Martin v. Starbucks Corporation*, No. BC582335 (Cal. Super. Ct., Los Angeles Cty.)
- *McDaniel v. The Reinalt-Thomas Corp, et al. (Discount Tire)*, No. 2012-cv-01466 (C.D. Cal.)
- *Meta v. Target Corporation (Up & Up Wipes)*, No. 14-cv-0832 (N.D. Ohio)
- *Olmedo & Morrow v. PVH Retail (Tommy Hilfiger)*, No. 18-cv-01373 (S.D. Cal.)
- *Perdue v. Hy-Vee, Inc.*, No. 19-cv-1330 (C.D. Ill.)
- *Ramirez v. Rite Aid Corporation (Thrifty Payless)*, No. 20-cv-03531 (C.D. Cal.)

- Ramos v. PVH Corporation, No. 34-2018-00234829 (Cal. Super. Ct., Sacramento Cty.)
- Rankine v. Levi's, No. 600417/2024 (N.Y. Sup. Ct., Nassau Cty.)
- Warcholak v. Payless ShoeSource, Inc., No. 130901010 (Pa. C.C.P., Philadelphia)

Scope of Work. For purposes of this proposal, we applied the following key assumptions:

- Total class size is approximately 722,000.
- We have assumed 613,700 class members will receive an email notice.
- We will print and mail a single-postcard notice to class members whose emailed notice could not be delivered successfully or for whom there is only a mailing address available. We have assumed 8% of the notices will be returned as undeliverable. Skip traces will be performed as appropriate.
- We will email a reminder to class members who have not filed a claim.
- We have assumed a 3% claims filing rate.
- We will securely intake class member data and create a dedicated settlement database to house all class member records, claims, and communications.
- We will provide IVR toll-free telephone support with the option for class members to punch through to a live operator.
- We will create and maintain a customized settlement website that contains case information, key documents, and a secure claim-filing portal. The portal will be optimized for fraud prevention.
- We will process and validate all claims received according to settlement agreement guidelines, including documentation / substantiation material.
- We assumed payments to class members will be comprised of standard checks and electronic payments.
- For an additional cost, we can provide the following optional services:
 - We can complete the CAFA notification, as required.
 - We can print and mail single-postcard reminders to class members who have not filed a claim.
 - We can email vouchers and print and mail single-postcard vouchers to approved claimants, as appropriate.

Fraud Management Recommendations. Kroll imposes no separate or incremental charge for different levels of fraud review and prevention. The main cost variable connected to fraud is whether fraudulent filing causes a significant increase in claim filing beyond that is expected / estimated initially, which in turn drives additional claim intake and review costs. While this phenomenon has become more prevalent of late, it is not guaranteed to occur in every administration. Certain factors pertaining to the structure contemplated in this settlement—the ability of unknown class members to file claims online, namely—do increase the likelihood that the administration may see significant levels of suspicious filing.

Depending on the underlying facts, claims process, and final notice plan, we recommend consultation on preventing, managing, and filtering out any possible suspicious claim filing before, during, and after the claim filing period, including during the claim portal design. Kroll has worked with the parties in many matters to share information concerning suspicious filing. We can work with the appropriate parties on any sort of review or audit should the need arise. Kroll has administered scores of matters with real-time fraud prevention deployed. One case in particular saw a modest level of fraud that Kroll and the parties believed would have been far higher without the implementation of Kroll's guidance in claim form design, claim portal configuration, and alternating random placement of payment options in the payment selection portal.

Fraud prevention and detection is a nuanced question which varies widely on a case-by-case basis. For that reason, Kroll does not recommend a one-size-fits-all menu be chosen prior to the onset of the administration. Instead, Kroll tailors the deployment of the following strategies as appropriate based upon the level of claim filing / suspicious activity seen during the claim-filing period.

The strength and effectiveness of an anti-fraud regime exists on a continuum. The strongest possible protection against significant fraudulent filing is to require all unknown class members to print claim forms out and submit them via postal mail. Kroll is mindful that this also tends to result in fewer claims submitted overall. Accordingly, assuming the parties prefer to allow claimants to file online, depending on the facts and circumstances, Kroll applies a combination of strategies tailored to fit the individual matter:

- Development of separate online filing pathways for known class members and unknown class members. The unknown filing pathway requires a registration process whereby the filer submits an email address and is sent a Unique ID or residence ID to use to submit a claim (as explained in the scope of work). This mitigates filing by non-human sources and ensures that unknown filers can be accurately tracked for subsequent scrutiny or claim testing.
- Avoid intentionally alerting known vectors for suspicious filing during the initial notice process. For example, this means not inviting known generators of suspicious claims activity like TopClassActions.com to drive traffic to the settlement website.
- Email domain analysis
- Payment selection portals designed specifically to thwart bot activity
- Behavioral analysis of claims filing activity at key inflection points
- Advanced email verification
- Advanced postal address verification aimed at identifying non-existent postal addresses
- Comprehensive IP monitoring and claim testing

- Analysis of claim activity against historical data
- Deployment of machine-learning based fraud prevention
 - Real Time Fraud Prevention. For example, the claim portal can be configured to assess in real time the email address connected to the claimant and source IP and if there is an indicia of suspicion (such as foreign-based filing information) the claimant can be prompted to enter a phone number, which can be scanned for valid domestic origin. There are many modular options which are tailored to the matter at hand.
- Payment election-driven analytics to uncover hidden threat actors
- Calibration of deficiency processes and proof requirements pre-payment distribution

Staffing. Unlike other administrators, Kroll staffs each engagement with a cohesive multi-person team. This approach ensures seamless coverage of client needs, regardless of normal-course staff absences. In the event of urgent unexpected needs, Kroll's teams assign a staff member to monitor the engagement after-hours, as well as on weekends and holidays. This facilitates the prompt handling of any unanticipated issues, and it guards against any potential lapses in service.

In Summary. Given that general scope, we anticipate the costs of administration will be approximately **\$144,684**. While extensive detail is available in the attached estimate, we can help manage the cost through careful planning.

Kroll provides world-class information technology, cybersecurity, and global notification and administration capabilities for complex legal settlements, including antitrust, consumer, data breach, and mass tort matters. We can also offer our clients auditing services, special master services, and appeal master services.

We welcome the opportunity to walk through our proposal with you, and we are happy to set up a call for further discussions. We look forward to speaking with you soon.

Best,

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Director
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KROLL SETTLEMENT ADMINISTRATION

Cornateanu v. Stoneledge Furniture, LLC

March 6, 2025

Proposal Submitted To:	Proposal Submitted By:
Patrick Looby Williams & Connolly	Robert DeWitte robert.dewitte@kroll.com 773.802.3113
	Lindsay Hirlinger lindsay.hirlinger@kroll.com 703.489.2881

Pricing Summary:

TOTAL ESTIMATED FEES & EXPENSES \$144,684.22

Additional Services:

CAFA Notice	\$ 3,284.00
Reminder Postcards	\$ 55,925.05
Non-Cash Disbursements	\$ 3,787.10

Assumptions Summary:

Class Size	
Estimated Class Size:	722,000
Estimated # of Class Members with Postal Address:	108,300 15%
Estimated # of Class Members with Email & Postal Address:	613,700 85%
Project Set-Up	
Project Duration:	9 months
Notification	
CAFA Notice:	Yes (Shown as Additional Service)
Email Notice:	Yes
Estimated # of Notices sent via Email:	613,700
Estimated % of Email Bouncebacks:	2%
Mail Sent to Email Bouncebacks:	Yes
Email Change of Address (ECOA):	No
Mailed Notice:	Yes
Estimated # of Notices sent via Mail:	121,188
Standard Postcard (Single)	
Business Reply Mail Included on Return Card / Envelope:	No
Returned Mail:	
Estimated % of Undeliverable Mail:	8%
Address Searches on Returned Mail:	Yes
Estimated % of New Addresses:	60%
Translations Required:	No
Reminder Notice:	Yes
Estimated % Reminder sent via Email:	98.5%
Estimated % Reminder sent via Postal Mail:	98.5% (Shown as Additional Service)

Notice Requests & Correspondence:

Dedicated Email Address:	Yes
Estimated # of Emails Received:	181
Estimated # of Notice Packet Requests:	36

Media Campaign

Media Campaign	No
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Website

Case Website:	Dynamic
Estimated # of Months Website Live:	9

Contact Center

Call Center:	Automated with Live Support
Estimated # of Months of Call Center Support:	9
Estimated % of Class Members to Call Automated Support:	0.5%
Estimated % of Callers to Leave Voicemails	0%
Estimated % of Callers Punching Through to Live Support:	5%

Forms Processing

Opt-Out / Objection Processing:	Yes
Estimated # of Opt-Outs Received:	25
Forms Processing (Claim Form / Opt-In):	Yes
Estimated # of Forms Received:	21,660
Estimated % of Forms Received Online:	99%
Estimated % of Forms Received via Postal Mail:	1%
Documentation Required to File a Claim:	No
Estimated % of Deficient / Denied Claims:	
- Estimated number of deficient claims	1,083
	5%

Distribution Services

Disbursements:	Yes
Estimated % of Claimants Electing Check Payment:	10%
Estimated % of Claimants Electing Electronic Payment:	90%
Check Cashing Reminder:	No
Non-Cash Disbursements:	Yes (Shown as Additional Service)
Estimated number of non-cash vouchers - email	19,494
Estimated number of non-cash vouchers - postal	2,166

Escheatment Services

Escheatment Services	No
Tax Reporting:	No



KROLL SETTLEMENT ADMINISTRATION

Cornateanu v. Stoneledge Furniture, LLC

March 6, 2025

Project Setup	%	Volume	Rate (\$)	Total
Class List Development / Setup				
Develop Class List and Import (assumes one data file)		1 One-Time	\$ 2,000.00	\$ 2,000
			Sub-Total: Project Setup	\$ 2,000
¹ Notification / Correspondence	%	Volume	Rate (\$)	Total
Notice Documents				
Set Up, Format and Proof the Notice & Claim Form		6 Hours	\$ 150.00	\$ 900
Email Notification				
Generate Email Address List		1 One-Time	\$ 500.00	\$ 500
Email List Cleanse and Hygiene		1 One-Time	\$ 2,250.00	\$ 2,250
Prepare & Release Email Campaign 1		613,700 Per Email	\$ 0.005	\$ 3,069
Estimated # of Failed Emails		12,888 Emails		
Printing and Mailing Notice				
Submit File for NCOA		121,188 Per Record	\$ 0.005	\$ 606
Print/Address Notice Packet [Standard Postcard (Single)]		121,188 Per Notice	\$ 0.050	\$ 6,059
Processing Undeliverable Notices				
Process Returned Notices	8%	9,695 Per Notice	\$ 0.15	\$ 1,454
Advanced Address Search		9,695 Per Trace	\$ 0.15	\$ 1,454
Re-Mail Notices	60%	5,817 Per Notice	\$ 0.25	\$ 1,454
Reminder Notice				
Generate Supplemental List of Applicable Email Addresses		1 One-Time	\$ 450.00	\$ 450
Prepare & Release Reminder Email Campaign	98.5%	604,495 Per Email	\$ 0.005	\$ 3,022
Notice Requests & Correspondence				
Receive and Respond to Requests for Notice		36 Per Notice	\$ 2.00	\$ 72
Form Letter Correspondence		54 Per Letter	\$ 5.00	\$ 270
Email Correspondence		181 Per Email	\$ 2.50	\$ 453
Processing Change of Address Requests		4 Per Request	\$ 2.00	\$ 8
			Sub-Total: Notification / Correspondence	\$ 22,022
² Website		Volume	Rate (\$)	Total
Creation & Maintenance of Case Website				
Set-Up Fee for Dedicated Website - Online Filing Capability		1 One-Time	\$ 3,500.00	\$ 3,500
Monthly Hosting		9 Per Month	\$ 125.00	\$ 1,125
Modifications to Post-Production Website		5 Hours	\$ 150.00	\$ 750
			Sub-Total: Website	\$ 5,375
³ Contact Center	%	Volume	Rate (\$)	Total
Call Center	0.5%	3,610 Calls		
Automated Telephone Support (IVR)		3 Minutes per Call		
IVR Design & Setup		1 One-Time	\$ 1,000.00	\$ 1,000
IVR Operating System (per minute)		10,830 Per Minute	\$ 0.15	\$ 1,625
Live Telephone Support		5 Minutes per Call		
Operator Training		1 One-Time	\$ 500.00	\$ 500
Live Operator Minutes		903 Per Minute	\$ 0.95	\$ 857
			Sub-Total: Contact Center	\$ 3,982



Forms Processing	%	Volume	Rate (\$)	Total
Opt-Out / Objection Forms		25 Units		
Review & Process Opt-Out Forms Received		3 Hours	\$ 75.00	\$ 225
Online Forms	99%	21,443 Units		
Online Opt-In or Claim Forms		21,443 Per Form	\$ 0.27	\$ 5,790
Paper / Hard Copy Forms	1%	217 Units		
Opt-In or Claim Forms		217 Per Form	\$ 2.95	\$ 640
Claimant Notifications				
Send Form Deficiency & Rejection Letters	1,083	Per Letter	\$ 3.00	\$ 3,249
Claimant Responses to Deficient Claim Form	650	Per Response	\$ 3.00	\$ 1,950
Dispute Resolutions / Validation of Claims / Basic Fraud QA				
Review of Claims Filed - Blended Rate	15	Hours	\$ 100.00	\$ 1,500
Top Claim Review (Sr. Project Manager)	10	Hours	\$ 175.00	\$ 1,750
Sub-Total: Forms Processing				\$ 15,104
4 Distribution Services	%	Volume	Rate (\$)	Total
Disbursements				
Estimated Number of Approved Claims	100%	21,660		
Generate Distribution List		1 One-Time	\$ 1,500.00	\$ 1,500
Processing & Printing Distribution Checks	10%	2,166 Per Check	\$ 1.00	\$ 2,166
Processing & Issuing Electronic Payments	90%	19,494 Per Payment	\$ 0.25	\$ 4,874
Process Checks Returned as Undeliverable		87 Per Check	\$ 0.25	\$ 22
Skip-Tracing Return Checks		87 Per Check	\$ 0.75	\$ 65
All Work on Re-Issuance of Checks		15 Hours	\$ 85.00	\$ 1,275
Print & Mail Re-Issues - Checks		1,902 Per Check	\$ 2.50	\$ 4,755
Non-Cash Disbursements			Shown as an Additional Service	
Sub-Total: Distribution Services				\$ 14,657
Tax Reporting	%	Volume	Rate (\$)	Total
Tax Reporting				
Recording and Reconciling Settlement Fund Activity		15 Hours	\$ 100.00	\$ 1,500
Preparation of Settlement Fund Tax Return		1 Per Annum	\$ 2,000.00	\$ 2,000
Sub-Total: Tax Reporting				\$ 3,500
Mail Handling, Scanning & Data/Image Storage		Volume	Rate (\$)	Total
Mail Handling & Scanning				
Scanning Set-Up Charges		1 One-Time	\$ 200.00	\$ 200
Scanning / Images of Documents		11,570 Per Scan	\$ 0.10	\$ 1,157
Mail Handling Charges		10,703 Per Piece	\$ 0.10	\$ 1,070
PO Box Fee		9 Per Month	\$ 50.00	\$ 450
Data / Image Storage				
Data / Image Storage - Including Electronic Claims Received		9 Per Month	\$ 100.00	\$ 900
Technology Charge		9 Per Month	\$ 100.00	\$ 900
Sub-Total: Mail Handling, Scanning & Data/Image Storage				\$ 4,677
Fees		Volume	Rate (\$)	Total
Staff Hours				
Executive Management	-	Hours	\$ 300.00	\$ -
Senior Director	5	Hours	\$ 250.00	\$ 1,250
Project Management - Blended Rates	45	Hours	\$ 150.00	\$ 6,750
Staff - Blended Rates	85	Hours	\$ 85.00	\$ 7,225
Clerical or Data Entry - Blended Rates	25	Hours	\$ 50.00	\$ 1,250
Technical Consulting - Blended Rates	15	Hours	\$ 140.00	\$ 2,100
Sub-Total: Fees				\$ 18,575



5 Out-of-Pocket Costs & Expenses	Volume	Rate (\$)	Total
Out-of-Pocket Costs			
Cost Estimates	TBD	At Cost	TBD
Expenses			
Postage - Notice (Postcard)	127,005	Per Piece	\$ 0.406 \$ 51,564
Postage - Letters	1,119	Per Piece	\$ 0.73 \$ 817
Postage - Distribution (Letter)	4,068	Per Piece	\$ 0.593 \$ 2,412
Sub-Total: Out-of-Pocket Costs & Expenses			\$ 54,793
TOTAL ESTIMATED FEES & EXPENSES			
\$ 144,684			
ADDITIONAL SERVICES	Volume	Rate (\$)	Total
CAFA Notice			
Prepare CAFA Notice to State & Federal AG	1	Per Mailing	\$ 2,500.00 \$ 2,500
Postage - CAFA	56	Per Piece	\$ 14.00 \$ 784
Sub-Total: CAFA Notice			\$ 3,284
Reminder Postcards			
Print Reminder Notice [Standard Postcard (Single)]	99%	119,370	Per Notice \$ 0.05 \$ 5,969
Process Undeliverable Reminder Notices	5%	5,969	Per Notice \$ 0.25 \$ 1,492
Postage - Notice (Postcard)		119,370	Per Piece \$ 0.406 \$ 48,464
Sub-Total: Reminder Postcards			\$ 55,925
Non-Cash Disbursements			
Processing & Issuing Single-Postcard Voucher	2,166	Per Payment	\$ 0.50 \$ 1,083
Generate Email Address List	1	One-Time	\$ 500.00 \$ 500
Distribution Email List Cleanse and Hygiene	1	One-Time	\$ 350.00 \$ 350
Emailing of Non-Cash Vouchers	19,494	Per Email	\$ 0.050 \$ 975
Postage - Distribution (Postcard)	2,166	Per Piece	\$ 0.406 \$ 879
Sub-Total: Non-Cash Disbursements			\$ 3,787

1 Due to a global paper shortage, pricing subject to change based on paper pricing and availability at the time of engagement.

2 Standard website build includes general case information, FAQs, Key Dates and Documents, Contact Info and Online Claim filing, if applicable. Customization and enhanced functionality available for additional cost.

3 Phone minimum is \$155 / month.

4 Rates apply to domestic payments and do not include escheatment costs. Payments to international claimants / class members may incur higher charges. For subsequent distributions, print and postage are subject to change. Pricing for electronic payment options assume Kroll's standard suite of services.

5 Postage costs are an estimate; actual costs will be based on postage rates in effect at the time of mailing and will be a direct pass through. Please note the USPS has indicated bi-annual postal rate adjustments (January & July).

Standard Hourly Rates	Rate (\$)
Hourly Rates apply for any work not covered in the above scope.	
Staff Hours	
Executive Management	\$ 300.00
Senior Director	\$ 250.00
Project Management - Blended Rates	\$ 150.00
Staff - Blended Rates	\$ 85.00
Clerical or Data Entry - Blended Rates	\$ 50.00
Technical Consulting - Blended Rates	\$ 140.00
Expert Testimony	\$ 500.00
Travel	TBD - Based on Staff Level



All services to be provided to the undersigned (the "Client") and all fees and costs set forth in the Proposal are subject to the terms, specifications, assumptions and conditions set forth in the Proposal and the attached Terms and Conditions (the "Terms of Service"). The estimated fees and charges in the Proposal are based on certain information provided to Kroll Settlement Administration LLC as well as significant assumptions. Accordingly, this estimate is not intended to limit Kroll Settlement Administration LLC's actual fees and charges, which may be less or more than estimated due to the scope of actual services or changes to the underlying facts or assumptions.

Kroll Settlement Administration LLC

By: _____

Print Name:

Date: _____

Title: _____

Client

By: _____

Print Name:

Date: _____

Title: _____

TERMS AND CONDITIONS

All services to be provided by Kroll Settlement Administration LLC (together with its affiliates, "Kroll"), including services provided to Client as set forth in the attached Proposal, are subject to the following Terms and Conditions:

1. SERVICES. Kroll agrees to provide the services set forth in the attached Proposal (the "Services"). Capitalized terms used herein and not otherwise defined have the meanings assigned to such terms in the Proposal. Kroll will often take direction from Client's representatives, employees, agents and/or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Kroll may rely upon, and Client agrees to be bound by, any requests, advice or information provided by the Client Parties to the same extent as if such requests, advice or information were provided by Client. Client agrees and understands that Kroll shall not provide Client or any other party with any legal advice.

2. RATES, EXPENSES AND PAYMENT. Kroll agrees to charge Client, and Client agrees to pay Kroll, subject to the terms herein, fees and expenses as set forth in the Proposal. Client acknowledges that any estimate in the Proposal is based upon information provided by Client to Kroll and actual fees and expenses may vary depending on the actual circumstances and length of the case. Notwithstanding the foregoing, where total expenses are expected to exceed \$10,000 in any single month (e.g., publication notice), Kroll may require advance payment from Client, which shall be due and payable upon demand and prior to the performance of Services. Kroll reserves the right to reasonably increase its prices, charges and rates annually. If any price increases exceed 10%, Kroll will provide Client thirty (30) days written notice. Client agrees to pay the reasonable out of pocket expenses incurred by Kroll in connection with Services. Kroll agrees to submit its invoices to Client and Client agrees that the amount invoiced is due and payable upon receipt. The Client shall pay or reimburse any taxes that are applicable to the Services or that are measured by payments made hereunder and which are required to be collected by Kroll or paid by Kroll to a taxing authority, other than taxes based on Kroll's income.

All amounts shall remain due and payable to Kroll without regard for the disposition of Client's case (e.g. whether by verdict, dismissal, settlement or otherwise). If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Client further agrees to pay a late charge (the "Finance Charge"), calculated as 1.5% of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, Client shall give written notice to Kroll within fourteen (14) days of receipt of the invoice by Client.

At the conclusion of Kroll's performance of all Services hereunder, Kroll shall be entitled to compensation for all amounts reasonably incurred in connection with the closing of accounts and related distributions, including any costs associated with the escheatment process (if applicable).

Client hereby authorizes Kroll to stop payment of checks issued in payment of settlement proceeds, if applicable, but not presented for payment, when the payees thereof allege either that they have not received the checks or that such checks have been mislaid, lost, stolen, destroyed or, through no fault of theirs, are otherwise beyond their control and cannot be produced by them for presentation and collection, and Kroll shall issue and deliver duplicate checks in replacement thereof. Client shall indemnify Kroll against any loss or damage resulting from reissuance of the checks. Further, in the event payees present their checks for payment through electronic or mobile deposit and subsequently present their checks for payment, at which point they are dishonored, Client shall indemnify Kroll against any loss or damage resulting from the double presentation, including any holder in due course claims.

3. FURTHER ASSURANCES. Client agrees that it will use its best efforts to include provisions reasonably acceptable to Kroll in any relevant court order, settlement agreement or similar document that provide for the payment of Kroll's fees and expenses hereunder. Where reasonably practicable, Client will afford Kroll the opportunity to review such documents prior to execution or filing with the court. Notwithstanding any such review, no agreement to which Kroll is not a party shall reduce or limit the full and prompt payment of Kroll's fees and expenses as set forth herein and in the Proposal.

4. RIGHTS OF OWNERSHIP. The parties understand that the software programs and other materials furnished by Kroll to Client and/or developed during the course of the performance of Services are the sole property of Kroll. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Kroll.

5. CONFIDENTIALITY. Each of Kroll and Client, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party (to the extent legally permissible), release the required information. These provisions shall survive termination of Services.

6. BANK ACCOUNTS. At Client's request, Kroll shall be authorized to establish accounts with financial institutions as agent for Client or as otherwise agreed by the parties. In some cases, Kroll may derive financial benefits from financial institutions in connection with the deposit and/or investment of settlement funds with such institutions, including, without limitation, discounts on certain banking services/fees and compensation for services Kroll performs for financial institutions to be eligible for FDIC deposit insurance and in connection with the disbursement of funds in foreign currencies. All charges imposed by the financial institution in connection with the administration of the account shall be payable from the account.

7. TERMINATION. The Services may be terminated by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of Kroll that causes serious and material harm to Client's settlement, (ii) the failure of Client to pay Kroll invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services where Kroll reasonably believes it will not be paid. Termination of Services shall not relieve Client of its obligations to pay all fees and expenses incurred prior to such termination.

In the event that the Services are terminated, regardless of the reason for such termination, Kroll shall reasonably coordinate with Client to maintain an orderly transfer of data, programs, storage media or other materials furnished by Client to Kroll or received by Kroll in connection with the Services. Client agrees to pay for such transfer services in accordance with Kroll's then existing prices for such services.

8. LIMITATIONS OF LIABILITY AND INDEMNIFICATION. Client shall indemnify and hold Kroll, its affiliates, members,

directors, officers, employees, consultants, subcontractors and agents (collectively, the “*Indemnified Parties*”) harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, “*Losses*”) resulting from, arising out of or related to Kroll’s performance of Services. Such indemnification shall exclude Losses resulting from Kroll’s gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party. The parties shall notify each other promptly in writing upon the assertion, threat or commencement of any claim, action, investigation or proceeding that either becomes aware of with respect to Services provided by Kroll.

Except as provided herein, Kroll’s liability to Client or any person making a claim through or under Client or in connection with Services for any Losses of any kind, even if Kroll has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Kroll, shall be limited to the total amount billed or billable for the portion of the particular work which gave rise to the alleged Loss. In no event shall Kroll’s liability for any Losses, whether direct or indirect, arising out of the Services exceed the total amount billed to Client and actually paid to Kroll for the Services. In no event shall Kroll be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the Services. Except as expressly set forth herein, Kroll makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity. The provisions of this Section 8 shall survive termination of Services.

9. FORCE MAJEURE. Whenever performance hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, epidemic, pandemic, or by reason of any other matter beyond the performing party’s reasonable control, then such

performance shall be excused and shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

10. INDEPENDENT CONTRACTORS. Kroll is and shall be an independent contractor of Client and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of the Services or these Terms and Conditions.

11. APPLICABLE LAW. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law principles.

12. NOTICES. All notices and requests hereunder shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid, or on the day it is given if sent by email or facsimile, or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth in the Proposal or to such other address as the party to receive the notice or request so designates by written notice to the other.

13. ENTIRE AGREEMENT; MODIFICATIONS; SEVERABILITY; BINDING EFFECT. These Terms and Conditions, together with the Proposal delivered pursuant hereto, constitutes the entire agreement and understanding of the parties in respect of the subject matter hereof and supersede all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof. If any provision herein shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. These Terms and Conditions may be modified only by a writing duly executed by the parties. All of the terms, agreements, covenants, representations, warranties and conditions of these Terms and Conditions are binding upon, inure to the benefit of, and are enforceable by, the parties and their respective successors and permitted assigns.