

CLAIMSCOMP, INC.

Regional Claims Manager Information

Personal Information			
Full Name:	<i>Last</i>	<i>First</i>	<i>M.I.</i>
Business Name:			
Address:			
	<i>Street Address</i>	<i>Apartment/Unit #</i>	
	<i>City</i>	<i>State</i>	<i>ZIP Code</i>
Home Phone:	()	Cell Phone:	()
Fax Number:			
	DID #: ()		
Email Address:			CC Email Address:
Start Date:			Supervisor:

Emergency Contact Information			
Full Name:	<i>Last</i>	<i>First</i>	<i>M.I.</i>
Address:			
	<i>Street Address</i>	<i>Apartment/Unit #</i>	
	<i>City</i>	<i>State</i>	<i>ZIP Code</i>
Primary Phone:	()	Alternate Phone:	()
Relationship:			

File Checklist	Training Checklist
<input type="checkbox"/> Driver's License <input type="checkbox"/> Automobile Insurance Card <input type="checkbox"/> W-9 Form <input type="checkbox"/> Direct Deposit Form / Voided Check <input type="checkbox"/> Contractor Agreement <input type="checkbox"/> Manager Addendum	<input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____

Set-Up Checklist	Marketing Materials Checklist
<input type="checkbox"/> Create CM File <input type="checkbox"/> W-9 / Direct Deposit Auth. to Accounting <input type="checkbox"/> DID Assigned / Test / Add to DID List <input type="checkbox"/> Order Business Cards / Proof <input type="checkbox"/> Add to Zoho Sales Team <input type="checkbox"/> Add to Password List <input type="checkbox"/> Add to Claims Manager Spreadsheet <input type="checkbox"/> Add to Hierarchy List <input type="checkbox"/> Add to Outlook CM Distribution List <input type="checkbox"/> Notify CMs – Pick-up or Mail Business Cards	<input type="checkbox"/> Customize Color Flyer (Edit Text / Create Link) <input type="checkbox"/> Create E-mail Account, Address & Signature <input type="checkbox"/> Share G Drive Access (CM Toolbox) <input type="checkbox"/> Send Intro E-mail to CM (Attach Flyer) <input type="checkbox"/> Send New Account E-mail (Copy Lea & Craig) <input type="checkbox"/> Add User Account to 15 Five.com <input type="checkbox"/> CRM Access (Optional) <input type="checkbox"/> _____ <input type="checkbox"/> _____

ClaimsComp, Inc.

490 Sun Valley DR, Suite 103

Roswell, GA 30076

Accounting Dept: 404-418-9217

Fax Number: 404-252-8515

Direct Deposit Agreement Form

Authorization Agreement

I hereby authorize **ClaimsComp, Inc.** to initiate automatic deposits to my account at the financial institution named below. I also authorize **ClaimsComp, Inc.** to make withdrawals from this account in the event that a credit entry is made in error.

Further, I agree not to hold **ClaimsComp, Inc.** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **ClaimsComp, Inc.** receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form to the Accounting Department.

Account Information

Name of Financial Institution: _____

Routing Number: _____

Account Number: _____

Checking

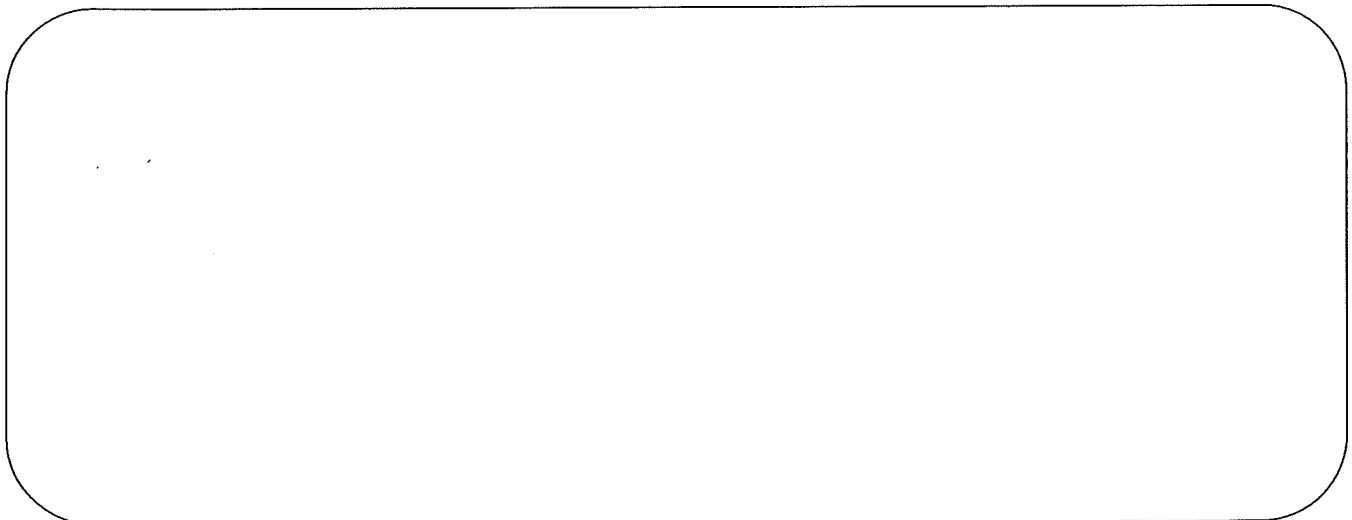
Savings

Signature

Authorized Signature (Primary): _____ Date: _____

Authorized Signature (Joint): _____ Date: _____

Please attach a voided check and return this form to the Accounting Department.



CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") is entered into by and between ClaimsComp, Inc., a Georgia Corporation (hereinafter referred to as "CC"), and _____, an individual (hereinafter collectively referred to as "Contractor"). Contractor will also refer to any company owned, whose sole shareholder, partial shareholder, manager, officer or Director is Contractor.

PURPOSE AND SCOPE. CC desires to engage the services of Contractor and Contractor is qualified to, and desires to, provide the services requested by CC ("Services"). The parties agree that Contractor will supply such Services to CC upon request pursuant to the terms and conditions contained in this Agreement.

1. WORK ASSIGNMENTS

- A. CC's Business. CC is in the business of assisting individuals, homeowners, business owners, government agencies and other entities with the recovery of funds owed to them as the result of their inclusion in a class, which has been awarded a settlement as a result of a class-action lawsuit.
- B. Contractor's Services. During the term of this Agreement, Contractor shall provide services necessary to promote CC's Business. Such services shall include, but shall not be limited to, marketing of CC's Business to individuals, homeowners, business owners, government agencies and other entities in Contractor's Geographic Area, providing administrative and consulting services to individuals, homeowners, business owners, government agencies and other entities related to CC's Business, marketing, obtaining necessary documentation, scheduling appointments, maintaining contact with clients, managing leads, inspecting properties, handling client inquiries, and presentations.
- C. Contractor's Geographic Area. Contractor's Geographic Area on the effective date of this Agreement shall be the states of Texas, Louisiana, Mississippi, Alabama and Florida. CC reserves the right to amend this Area with ten (10) days written notice to Contractor.
- D. Non-Exclusive Agreement. Nothing in this Agreement will preclude CC from retaining the services of other persons or entities to undertake the same or similar functions, or from independently developing or acquiring materials or services that are similar to or competitive with, the Services provided by Contractor. Contractor, however, shall be bound by the Restrictive Covenants set out in Section 9 below.

2. PERSONNEL

- A. Contractor to Perform Services. It is understood and agreed between CC and Contractor that Contractor shall personally perform any and all of the Services requested by CC.
- B. Subcontractors. Contractor may not subcontract any of the Services without CC's written consent, which CC may withhold for any reason whatsoever. If CC consents to a particular subcontract, Contractor shall assume the same liability and responsibility for that subcontractor's conduct and performance as if Contractor performed all of the subcontractor's services. CC will not incur any additional fees, costs or charges with regard to any subcontract. Contractor agrees to require any subcontractors to: (a) comply with all applicable laws, executive orders and regulations issued; (b) maintain the same insurance coverages in the same amounts specified in the Insurance Section; (c) abide by all of the terms and conditions of this Agreement.

3. INDEPENDENT CONTRACTOR

- A. General Statement. Contractor shall perform all work in connection with the Services described in the Agreement as an independent contractor and not as the employee of CC. Any persons furnished by Contractor shall be for all purposes solely the Contractor's employees and shall not be deemed to be employees of CC for any purpose whatsoever.
- B. Compliance. Contractor shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of labor, working conditions, payment of wages, and payment of taxes, such as employment, social security, and other payroll taxes, including withholding and remitting applicable contributions from such person when required by law. Contractor acknowledges that the Company is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments that it owes the Contractor. Neither the Contractor nor its employees shall be entitled to receive any benefits which employees of the Company are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for the Company.

4. TERM AND TERMINATION

- A. Term & Termination. This Agreement will become effective on the date set forth on the signature page. This Agreement shall continue until terminated by either party upon ten (10) days prior written notice to the other party. This Agreement shall further terminate automatically, without notice, upon the failure for any reason of Contractor to submit to CC a signed Claims Service Contract between CC and a new customer.
- B. Stay of Final Payment. Upon the termination of this Agreement for any reason and thus the termination of Contractor's relationship with CC, payment of any compensation owed to Contractor at the time of the of termination and payment of any compensation that becomes owing to Contractor after said termination, shall be withheld until such time as all of Contractor's claims that have been submitted to the Independent Claims Administrator have been resolved, in order to allow for a full and correct accounting to be performed by CC, including reductions for amounts that were paid by CC to Contractor upon submission of a claim that ultimately nets Contractor an amount less than that initially paid, and including reductions for reasonable expenses incurred by CC as a result of Contractor's termination, as further set out in subpart D below.
- C. Forfeiture of Post Termination Compensation. Contractor and CC agree that upon Contractor's breach of this Agreement it will be difficult, if not impossible, to determine the actual damages that may be suffered by CC. As such, the parties agree that as a reasonable estimate of actual damages to be suffered by CC, if at any time during the term of this Agreement or during the twelve month period following its termination, Contractor violates any of the terms of this Agreement, including but not limited to any of the restrictive covenants contained herein, then in such event Contractor agrees that he/she shall forfeit the right to receive any compensation owed at the time of the of termination and any compensation that becomes owing to Contractor after said termination.
- D. Offset for Costs. Contractor acknowledges that upon the termination of this Agreement that CC will incur certain costs in inspecting, auditing, and cleaning Contractor's files and Claims Service Contracts secured by Contractor. Contractor agrees that payment of any compensation owed to Contractor at the time of the of termination and payment of any compensation that becomes owing to Contractor after said termination shall be reduced by the amount of actual costs incurred by CC in inspecting, auditing, and cleaning Contractor's files and Claims Service Contracts secured by Contractor.

5. PAYMENT

- A. Compensation. For each client with whom Contractor secures (signs) a “ClaimsComp Service Contract and Confidentiality Agreement” between the client and CC that results in a valid and paid claim, Contractor will be paid seventeen percent (17%) of CC’s net service fee within 10 days of CC receiving payment for claim.
- B. Expenses. Contractor shall not be entitled to and CC shall not be responsible for reimbursement to Contractor for any out-of-pocket expenses incurred by Contractor in connection with the services unless same is authorized by CC in advance in writing.
- C. Review of Documents. Contractor shall have the right to review any settlement documents received by CC from the Court related to any client, with whom Contractor secured a “Claims Service Contract”.

6. REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants as follows:

- A. Services. The Services will be performed in a professional manner, and will be of a quality conforming to the highest standards generally accepted in the sales and consulting industry.
- B. Contractor’s Viability. Contractor has the financial capacity to perform and continue to perform its obligations under this Agreement, that no legal proceedings have been threatened or brought against Contractor that could threaten performance of this Agreement and that entering into this Agreement is not prohibited by any contract, applicable law, governmental regulation or order by any court of competent jurisdiction.
- C. Other Contracts. Contractor is not bound by any employment or subcontractor agreements, either written or oral, or any restrictive covenants, and the entry into this Agreement will not violate any such agreements or covenants.

7. LIABILITY AND INDEMNIFICATION

- A. Indemnification-General. Contractor shall indemnify CC from, and defend CC against, any and all liability or expenses (including attorneys’ fees and expenses as reasonably incurred) arising out of or relating to (a) personal injury, death, or damage to tangible personal or real property in any way incident to, or in connection with or arising out of the act or omission of Contractor, its employees, or contractors, (b) an act or omission by Contractor in its capacity as an employer of a person and arising out of or relating to (1) federal, state, or other laws or regulations for the protection of persons or members of a protected class or category of persons, (2) unlawful discrimination or harassment, (3) work-related injury or death, (4) accrued employee benefits, and (5) any other aspect of the employment relationship or its termination (including claims for breach of an expressed or implied contract of employment) and which, in all such cases, arose when the person asserting the claim, demand, charge, action, cause of action, or other proceeding was an employee of Contractor, (c) any amounts including taxes, interest, and penalties assessed against CC which are obligations of Contractor. Contractor shall be responsible for any costs and expenses incurred by CC in connection with the enforcement of this Section.
- B. Indemnification Procedure. CC will promptly notify Contractor in writing of the claim, allow Contractor to control the defense, and reasonably cooperate with Contractor in the defense and any related settlement negotiations. In addition to any defense provided by Contractor, CC may, at its expense, retain its own counsel. If Contractor does not promptly assume CC’s defense against such claim, CC reserves the right to undertake its own defense at Contractor’s expense.

8. INSURANCE

Contractor must provide proof of auto insurance (**Automobile Liability**) covering all vehicles that Contractor owns, hires, or leases in an amount not less than \$1,000,000 (each accident for bodily injury and property damages), or the minimum required in the state where the vehicle is registered.

CC shall have the right, but not the obligation, to apply for and carry workmen's compensation insurance to include Contractor. In the event the CC in fact carries such insurance to include Contractor, then CC will pay for the insurance at its own expense.

9. RESTRICTIVE COVENANTS

In consideration of the employment or continued employment of the Contractor by CC and the mutual agreements set forth in this Agreement, the parties agree as follows:

A. Definitions.

(i) "Affiliate" means any business entity, which controls, is controlled by, or is under common control with CC.

(ii) "Area" means the geographic area identified as each county within the States of Texas, Louisiana, Mississippi, Alabama and Florida in which Contractor has established an actual "Customer" relationship for CC during the twelve months immediately prior to the termination of this Agreement.

(iii) "Business of CC" means the business of assisting individuals, homeowners, business owners, government agencies and other entities with the recovery of funds owed as the result of their inclusion in a class, which has been awarded a settlement as a result of a class-action lawsuit.

(iv) "Competing Business" means any business organization of whatever form directly engaged in any business or enterprise, which is the same as, or substantially the same as, the Business of CC.

(v) "Customer" means an individual, homeowner, business owner, government agency or any other entity who enters into a Claims Service Contract with CC whereby CC is hired to assisting the individual, homeowner, business owner, government agency or other entity with the recovery of funds owed as the result of their inclusion in a class, which has been awarded a settlement as a result of a class-action lawsuit.

(vi) "Proprietary Information" means information, whether written or unwritten, related to CC or its Affiliates (1) which derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (2) which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Assuming the foregoing criteria are met, Proprietary Information includes, but is not limited to, technical and non-technical data related to the formulas, patterns, designs, compilations, programs, methods, techniques, drawings, processes, finances, actual or potential customers and suppliers, existing and future products, and Contractors of CC or its Affiliates. Proprietary Information also includes information which has been disclosed to CC or its Affiliates by a third party and which CC or its Affiliates are obligated to treat as confidential. Proprietary Information specifically includes all customer and potential customer lists in any form.

(vii) "Services" means the solicitation of potential customers for the Business of CC and the preparation of claims forms to be submitted to an Independent Claims Administrator for the purpose of obtaining a recovery of funds owed said customers as the result of their inclusion in a class, which has been awarded a settlement as a result of a class-action lawsuit.

- B. Agreement Not to Solicit Customers. During the term of this Agreement and for a period of two (2) years following the termination of this Agreement for any reason whatsoever, Contractor shall not, either directly or indirectly, (1) solicit, divert, or appropriate on his own behalf or on the behalf of any Competing Business, or (2) attempt to solicit, divert, or appropriate on his own behalf or on the behalf of any Competing Business, any business that competes with CC from any Customer of CC, with whom the Contractor has had material contact during the twelve (12) months immediately prior to termination of this Agreement.
- C. Agreement Not to Solicit Employees. During the term of this Agreement and for a period of two (2) year following the termination of this Agreement for any reason whatsoever, the Contractor shall not, either directly or indirectly, on the Contractor's own behalf or on behalf of others, solicit the employment of, or attempt to solicit the employment of, any person employed by CC with whom the Contractor had regular contact in the course of his employment by CC during the twelve (12) months immediately prior to termination of this Agreement, whether or not the employment of any such person is pursuant to a written agreement, for a determined period, or at will.
- D. Agreement Not to Compete. During the term of this Agreement and for a period of two (2) years following the termination of this Agreement for any reason whatsoever, the Contractor shall not (except with the prior written consent of CC), within the Area, either directly or indirectly, on his own behalf or in the service or on behalf of others, provide the Services or substantially similar Services as provided to CC during the term of this Agreement.
- E. Proprietary Information.
- (i) All Proprietary Information and all physical embodiments thereof received or developed by the Contractor while employed by CC are confidential to and are and will remain the sole and exclusive property of CC. Except to the extent necessary to perform the duties assigned to him or her by CC, during the term of this Agreement and for the two (2) year period following its termination for any reason, the Contractor will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical embodiments thereof and may in no event take any action causing to fail to take the action necessary in order to prevent, any Proprietary Information disclosed to or developed by the Contractor to lose its character or cease to qualify as Proprietary Information.
- (ii) Upon request by CC, and in any event upon termination of the employment of the Contractor with CC for any reason, the Contractor will promptly deliver to CC all property belonging to CC, including, without limitation, all Proprietary Information (and all physical embodiments thereof) then in his or her custody, control or possession.
- F. Remedies. The Contractor agrees that the covenants contained in Paragraphs B, C, D and E of this Section 9 of this Agreement are of the essence of this Agreement; that each of such covenants is reasonable and necessary to protect and preserve the interests and properties of CC and the business of CC; and that irreparable loss and damage will be suffered by CC should the Contractor breach any of such covenants. Therefore, the Contractor agrees and consents that, in addition to all the remedies provided at law or in equity, CC shall be entitled to a temporary restraining order and temporary and permanent injunctions to prevent a breach or contemplated breach of any of the covenants. The existence of any claim, demand, action or cause of action of the contractor against CC shall not constitute a defense to the enforcement by CC of any of the covenants or agreements herein.

- G. Severability. The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other remaining provisions of this Agreement, and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement.

10. GENERAL

- A. Independent Contractor. Contractor represents and warrants that it is an independent contractor with no authority to contract for CC or in any way to bind or to commit CC to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of CC, except to the extent necessary to secure "Claims Services Contracts" between CC and clients. Under no circumstances will Contractor, or any of its employees or subcontractors, hold itself out as or be considered an employee of CC.
- B. Governing Law. This Agreement shall be governed by the laws of the State of Georgia without giving effect to principles of Conflict of Laws and shall benefit and be binding upon the parties hereto and their respective successors and assigns. Venue shall lie in Fulton County, Georgia.
- C. Notices. Any notice given pursuant to this Agreement must be in writing and will be given by overnight courier service, personal delivery, United States certified mail, return receipt requested, postage prepaid, or by facsimile capable of providing confirmation of receipt, to the addresses or facsimile numbers appearing at the end of this Agreement, or as changed through written notice to the other party. Notice will be deemed effective on the date it is delivered to the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.
- D. No Waiver. The failure of either party to insist upon a strict performance of or to seek remedy of any one of the terms or conditions of this Agreement or to exercise any right, remedy or election set forth herein or permitted by law shall not constitute nor be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such items shall continue and remain in force and effect. All rights or remedies of either party specified in this Agreement and all other rights or remedies that either party may have at law, in equity or otherwise shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised by the party seeking enforcement or not, shall be deemed to be in exclusion of any other right or remedy of such party. Any consent, waiver or approval by either party of any act or matter must be in writing and shall apply only to the particular act or matter to which such consent or approval is given.
- E. Assignment. This Agreement may not be assigned by Contractor without the written consent of CC, which may be withheld for any reason, and any such purported assignment, including full or partial assignment or delegation to any employee, agent or subcontractor, is void.
- F. Captions. The captions are for convenience and in no way define, limit or enlarge the scope of this Agreement or any of its Sections.
- G. Severability. If any provisions of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement, or the application of such provisions or circumstances other than those as to which it is determined to be invalid or unenforceable shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.
- H. Survival. The provisions of this Agreement regarding Representations and Warranties, Liability and Indemnification, and Survival will survive the expiration or termination of this Agreement.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any and all previous representations, understandings, discussions or agreements between CC and Contractor as to the subject matter hereof. The parties further agree that they are not relying upon any representations, statements, or agreements from the other as a basis for entering into this Agreement except for those expressly set forth in this Agreement. This Agreement may only be amended by an instrument in writing signed by CC and Contractor.

Executed on the dates set forth below by the undersigned authorized representatives of the parties and effective as of _____.

CLAIMSCOMP, INC.

By: _____
Felix Mendez
Chief Operations Officer

By: _____

Printed Name: _____

Date: _____

By: _____

Address and facsimile number for Notice:

Printed Name: _____
Individually

ClaimsComp, Inc.
490 Sun Valley Drive, Suite 103
Roswell, GA 30076
Facsimile: (404) 252-8515

Date: _____

Address and facsimile number for Notice:

(Fax) _____

(E-mail) _____

MANAGER ADDENDUM

This Manager Addendum (the "Addendum") is entered into this _____ day of _____, 2013, between ClaimsComp, Inc. (hereinafter referred to as "CC") and _____ (hereinafter collectively referred to as "Manager"). This Addendum is intended to supplement and amend the Contractor Agreement dated _____ between CC and Manager (the "Contractor Agreement").

WHEREAS, CC desires to grant to Manager greater responsibilities with CC in exchange for the opportunity for Manager to increase his/her compensation; and

WHEREAS, Manager desires to accept additional responsibilities with CC in exchange for the opportunity to increase his/her compensation

NOW THEREFORE, in consideration of the mutual promises contained herein, CC and Manager agree as follows:

1. Manager's Duties.

(a) Manager shall use his/her best efforts to hire sales persons to sell the services of CC;

(b) Manager shall personally train all sales persons hired by Manager in all aspects of CC's business, including entering data in CC software programs, how to properly fill out claim paperwork, how to obtain proof of ownership documents, sales and marketing processes;

(c) Manager shall maintain an ongoing, hands-on, management relationship with all sales persons hired by Manager, including following up with and assisting as necessary, such sales people with regards to marketing, sales efforts, closing sales, collections, and carrying out such other management duties as would be reasonably expected of the manager of a sales force;

(d) Manager will report to CC on a weekly basis, or as may be otherwise reasonably requested by CC the following information: current marketing efforts being taken by Manager and those sales persons hired by Manager; the number of current appointments scheduled; status of collections of fees from customers; and such other information that may be reasonably requested from time to time by CC.

2. Compensation. In exchange for Manager carrying out the duties set out above, Manager shall be entitled to receive no more than three percent (3%) of CC's net service fee for any contract secured by any sales person hired and managed by Manager or Manager's direct down-line Managers. The override commission will be paid out to Manager and down-line Managers as follows:

Generation 1 Manager	
Gen 1 Manager	3%
Sales Person	17%

Generation 2 Manager	
Gen 1 Manager	1%
Gen 2 Manager	3%
Sales Person	17%

Generation 3 Manager	
Gen 1 Manager	0.50%
Gen 2 Manager	0.50%
Gen 3 Manager	3%
Sales Person	17%

Generation 4 Manager	
Gen 1 Manager	0.25%
Gen 2 Manager	0.25%
Gen 3 Manager	0.50%
Gen 4 Manager	3%
Sales Person	17%

Manager acknowledges and agrees that he/she shall not be entitled to any override commission after the 4th Generation Manager level is reached. Manager also acknowledges and agrees that he/she shall not be entitled to any override commission until and unless CC receives payment.

3. Termination. This Manager Addendum will become effective on the date set forth on the signature page and shall continue until terminated by either party upon ten (10) days prior written notice to the other party. The termination of this Manager Addendum shall not cause the termination of the Contractor Agreement, which shall be terminated solely upon the terms as set out in the Contractor Agreement. However, this Manager Addendum shall terminate immediately upon the termination of the Contractor Agreement.

4. Forfeiture. It is acknowledged and agreed by Manager that upon termination of this Manager Addendum for any reason whatsoever, Manager shall not be entitled to the above stated compensation on any contracts that CC receives after the termination date of the Manager's Contractor Agreement from sales persons hired by Manager. Manager understands that the termination of this Manager Addendum shall cause a forfeiture of any such compensation under this Addendum.

5. Breach. In the event of Manager's breach of his obligations as set out in Paragraph 1 above, and his/her failure to cure such breach within seven (7) days of the receipt of written notice from CC, CC shall be entitled to immediately discontinue payment of the compensation set out in Paragraph 2 until such time as CC can determine the cost to CC for assuming Manager's responsibilities and perform a final audit to determine if further compensation is owed to Manager.

6. Manager Addendum Shall Control. With regards to the specific matters set out in this Manager Addendum, this Manager Addendum shall control. The Contractor Agreement in place between CC and Manager shall control all other matters contained therein.

So agreed this ____ day of _____, 2013.

ClaimsComp, Inc.

By: _____
Felix Mendez
Chief Operations Officer

Date: _____

Manager:

By: _____

Name: _____

Date: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.