
CONTACT INFORMATION

First Name _____ Last Name _____
Title _____ Company _____
Address _____
City _____ State _____ Zip _____
Phone (primary) _____ Email _____
Fax _____ Tax ID (EIN) _____

Recitals

A. Microsoft has settled a class action lawsuit entitled *Microsoft Cases*, JCCP No. 4106, Superior Court of California, San Francisco, in the State of California, that provides up to \$1.1 billion to California consumers. Pursuant to the California Microsoft Class Action Settlement (“Settlement”), consumers may donate the value of their claims to organizations of their choice.

B. Settlement Recovery Center, LLC (“SRC”) has created a program called DonateDirect[™] to assist non-profit organizations in procuring donations from the Settlement. SRC is comprised of experts in the areas of marketing, information technology licensing and auditing, as well as in legal issues related to the Settlement. SRC has obtained settlement vouchers from tens of thousands of individuals who desire to donate their recoveries to qualifying non-profits.

C. _____ (“Organization”) agrees to retain SRC to assist with the process of obtaining and providing settlement vouchers on Organization’s behalf, and SRC agrees to perform these services pursuant to the terms and provisions stated herein.

D. Organization understands that claims filed in the Settlement result in the issuance of vouchers (“Vouchers”). Vouchers are valid for four (4) years from the date of issue and are redeemed for cash following the purchase of qualifying computer software and/or hardware which includes but is not limited to any standard publicly available desktop/laptop software (including non-Microsoft products); and/or hardware which includes, but is not limited to desktop, laptop, and tablet computers; printers; monitors; scanners; keyboards; and mouse/trackballs). **Proof of purchase for qualifying equipment purchased since July 18, 2003 may be used to redeem Vouchers for cash.**

E. The Settlement allows for Organization to receive up to \$10,000 in donated Vouchers through the DonateDirect[™] program.



1. I, _____, (Name) am authorized to enter into a binding contract on behalf of _____ ("Organization").

2. Agency: Organization appoints Settlement Recovery Center ("SRC") as Organization's legal Agent to communicate with donors and/or the Claims Administrator on its behalf, and to receive and process donated vouchers on behalf of Organization.

3. SRC Privacy Policy: SRC will not contact Organization's donors in any way or for any reason, except as associated with the Settlement and/or required in order to carry out the terms of the DonateDirect™ program. SRC will not sell, give, or in any other way cause to be transferred donor contact information other than as required in conjunction with the DonateDirect™ program.

4. Tax Deductions, Where Applicable: If donations are deemed tax-deductible, Organization will distribute thank you letters and/or tax receipts as required by the IRS to acknowledge the donation to Donor. SRC agrees to assist Organization in doing so by providing, to the best of SRC's ability, the name, addresses and donation amounts of Donor(s) to Organization.

5. SRC's Commission: Organization will pay SRC three thousand dollars (\$3000) ("Commission") in exchange for vouchers totaling between \$9,901 and \$10,000. SRC shall deliver vouchers to Organization via overnight delivery or certified mail within ten days of receipt of Commission.

6. Organization understands that SRC will not deliver donated Settlement proceeds to Organization until SRC receives its Commission from Organization. If Organization does not pay Commission within 15 days from contract execution, SRC shall have the right to cancel the contract and transfer donations to another 501(c)3 organization.

7. DonateDirect™ may identify Organization by name and logo as a DonateDirect™ client for promotional purposes, without compensation to Organization.

8. This constitutes the entire agreement between the Organization and SRC (collectively referred to herein as "the Parties"), and any and all other written or oral agreements relating to the subject matter of this agreement are superseded by the terms of the instant agreement. Modification of this agreement must be agreed upon by all Parties in writing.

9. This agreement shall be governed by and construed in accordance with the laws of the State of California.

10. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute on and the same agreement.

11. If any part of this agreement is found to be unenforceable for any reason, it shall not invalidate or deem unenforceable other parts of this agreement, or the agreement in its entirety.

Organization: _____

Settlement Recovery Center

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

METHOD OF PAYMENT FOR _____ (Organization):

Check/Money Order payable to: Settlement Recovery Center Amount \$ _____

Credit Card (indicate type): Visa MC Amex Discover Amount \$ _____

Credit Card #: _____ Expiration Date __/__/__

CVV#: _____ *On Visa/MC/Discover, this is a 3-digit number, found at the end of the signature strip on the back.
On Amex, this is a 4-digit number printed on the front of the card, above and to the right of the card number.*

Billing address of card: _____

Exact name on card (please print): _____

I, (please print) _____, authorize Settlement Recovery Center to charge credit card account in the amount given above:

Cardholder's signature: _____