

**TERMS AND CONDITIONS OF ACCEPTING PAYMENTS FROM THE
AFFF PUBLIC WATER SYSTEM SETTLEMENT PROGRAM**

By completing this request for payment instructions, you attest that you are an authorized representative for Public Water Systems in connection with the Settlement Agreements between and among Class Members and Defendants, including, but not limited to, Dupont, 3M, TYCO and BASF (“AFFF Defendants”) in the various AFFF Public Water System Settlement Agreements (the “AFFF Settlement Agreement”) (as those terms are defined herein).

The terms are as follows:

- 1) You represent the associated Public Water System(s) as identified in the AFFF claims portal (<https://portal.pfaswatersettlement.com/>) and have the authority to act on their behalf, including, but not limited to, receiving funds; and
- 2) That no other conflicting representation agreements exist with any outside law firms or other internal or external representative authorized to act on behalf of the Public Water System(s); and
- 3) The payment information provided in the AFFF claims portal is true and correct and represents an account associated with the Public Water System(s) named in the AFFF claims portal; and
- 4) You are responsible for notifying the Special Master and Claims Administrator if you become aware at any time that the information associated with the Public Water System(s) in the AFFF claims portal is incorrect; and
- 5) You understand and agree that if any mistakes or miscalculations have been made in determining a Settlement Award, the Claims Administrator and Special Master will take corrective action, recalculate the Settlement Award, and, if necessary, recover from the Public Water System any amounts unduly paid or distributed; and
- 6) You understand and agree that (a) additional information may be required to confirm that a Settlement Award was properly calculated after payments have been issued, (b) the Public Water System shall maintain all records and documentation applicable to its settlement claim for no less than 2 years from the date of first payment, and (c) to provide the documentation to the Claims Administrator and Special Master if requested.

By checking the box and submitting payment instructions, you attest to the following:

1. The information associated with the Public Water System(s) is true and correct.
2. You accept responsibility for all payments due to the Public Water System(s) associated with claims in this settlement program.
3. You agree to indemnify the settlement program, the Qualified Settlement Fund(s), and their administrators (including the Special Master, Claims Administrator, QSF Administrator, QSF Accountant, Escrow Agent, and their officers, agents, and representatives) if the information in this attestation is incorrect.
4. You agree to cooperate fully with the Claims Administrator and Special Master if corrective action or recovery of unduly paid amount(s) is required related to any mistakes or miscalculations in the determination of the Settlement Award(s).
5. You authorize the Special Master and QSF Administrator to prepare, on behalf of the Public Water System Class Member, with respect to each Settling Defendant: (i) a duly completed and executed IRS Form 1098-F (or other information return that may be required pursuant to Treasury Regulations Section 1.6050-X-1(a)(1)) setting forth all required information relating to such Class Member, and (ii) a duly completed written statement that satisfies the requirements of Treasury Regulations Section 1.6050X-1(c) (collectively, the "Tax Documents"). You further authorize the Special Master and QSF Administrator to prepare such Tax Documents in a manner consistent with the AFFF Settlement Agreement, including by reporting such Member's portion of the Restitution Amount as "Restitution/remediation amount" in Box 3 of IRS Form 1098-F and file such IRS Forms 1098-F (or other information return that may be required pursuant to Treasury Regulations Section 1.6050-X-1(a)(1)) with the IRS and to provide such written statement to each Settling Defendant, in each case, on behalf of the PWS.