



Dear Member:

By paying the fee and abiding by the terms of this Contract and any attachments, you will receive the legal services (the "Services") as outlined in this Contract. The Services will be provided by the Provider Law Firm chosen by the Company. The Provider Law Firm employs attorneys who are licensed, practicing attorneys (referred to as the Provider Attorney or Referral Attorney as defined in the General Provisions). All requests for Services must be made promptly through the Provider Law Firm in your state. This will allow plenty of time for preparation and response. For legal matters within the United States and out-side your state of residence, the Provider Law Firm may assign an attorney who is licensed in that area to assist. Should you move to another state, upon notice from you, the Company will switch your Contract and Provider Law Firm to your new state. Please refer to the General Provisions and other sections of this Contract for the definition of capitalized terms.

The Company may cancel this Contract for fraud, non-payment of membership fees, or if the Provider Law Firm determines, in its professional and independent judgment, that the Member is unable, unwilling or incapable of accepting or understanding legal advice and services. In the event of cancellation by the Company, a 30 day notice of cancellation shall be given to the Member.

CONSULTATION SERVICES

A. Phone Call(s). The Member may receive toll-free calls and advice on an unlimited number of personal legal matters. Phone calls may be made to the extent the Provider Law Firm deems it needed to advise the Member on the legal matter. If the matter cannot be fully covered during the call, the Provider Attorney, in his/her Professional Judgment, may provide up to one hour of legal research. For this Service, the Member will call the number on the membership card during regular office hours, except on holidays.

B. Letter or Phone Call. If the Provider Attorney, in his/her Professional Judgment, decides from the call with the Member that either a phone call or a letter to a third party would assist the Member, then the first such letter or call will be made. For each non-related personal legal subject matter there is only one letter or call per Membership Year. Any extra phone calls or letters from the Provider Attorney after the first one per subject per Membership Year will be provided under the Preferred Member Discount.

C. Document Review. After speaking with the Provider Law Firm, the Member may send for review any personal legal document of 15 pages or less. The Member must be a contracting party of this document. Document review does not include review of a document(s) for use in ongoing court proceedings or lawsuits, such as petitions, complaints, or requests or motions for court determination. The Member shall send a copy of the document to be reviewed, retaining the original, to the Provider Law Firm. The Provider Law Firm will review the copy, advise the Member by phone on any areas of concern and their conformity to State and Federal law. Any editing or negotiations about the document fall under the Preferred Member Discount.

OFFERED BY:
PRE-PAID LEGAL CASUALTY, INC.
ONE PRE-PAID WAY - P.O. BOX 145
ADA, OKLAHOMA 74820
1-800-654-7757

24/7 EMERGENCY ACCESS

The Member may receive toll-free phone access to the Provider Law Firm on a 24-hour per day basis by calling the emergency number on the membership card when:

1. The Member is detained by a Law Enforcement Officer. A "Law Enforcement Officer" is any representative of any federal, state, or local law enforcement agency while that representative is acting in an official role or any private security personnel acting in the course of such person's employment. "Detained" means being restrained, searched or deprived of instant liberty by a Law Enforcement Officer.
2. The Member is detained or questioned by a Law Enforcement Officer or any representative of a federal, state, or local child welfare agency while the representative is acting in an official role regarding any minor child in the Member's custody or control.
3. The Member is involved in an auto or motorcycle accident that results in bodily harm or physical injury.
4. The Member is served with a warrant.

Phone access is subject to conditions set by the detaining or questioning authority, which may keep the Provider Law Firm from speaking with the Member at once.

24/7 Emergency Access Exclusion:

Help in making, posting, or obtaining bond, bail, or other security for release.

ESTATE PLANNING SERVICES

A. Last Will & Testament. The Member has a right to have a Last Will and Testament ("Will") prepared by the Provider Attorney. The Will may include a codicil or amendment. Any other provisions in the Will regarding planning for estate taxes, complex distributions, and special needs trusts, will be provided under the Preferred Member Discount. These Services do not include the distribution for any assets outside of the United States. The Member desiring a Will must complete the Will Questionnaire form furnished by the Company. The form is then sent to the Provider Law Firm. Execution and storage of the Will shall be the Member's duty. The Member has the right once during each Membership Year to have the Provider Law Firm review his/her Will and make any needed changes. The Member has the sole duty to request the annual review and review rights do not accrue from year to year.

B. Health Care Power of Attorney. The Member has the right to have a Health Care Power of Attorney prepared according to his/her instructions and conforming to state law. Execution and storage of the Health Care Power of Attorney shall be the duty of the Member. The Member has the right, once during each Membership Year, to have the Provider Law Firm review his/her Health Care Power of Attorney to make any needed changes.

C. Physician's Directive/Living Will. The Member has the right to have a Directive to Physician/Living Will prepared which conforms to state law. Execution and storage of the document shall be the duty of the Member. The Member has the right once during each Membership Year, to have the Provider Law Firm review his/her Directive to Physician/Living Will to make any needed changes.

MOTOR VEHICLE RELATED SERVICES

The Motor Vehicle Related Services are available 15 days after the Effective Date of this Contract. Services are not available for any matter arising or reasonably anticipated prior to the expiration of the 15 day waiting period.

If the Member, while driving any Licensed Motor Vehicle, with the express consent and permission of the Licensed Motor Vehicle's owner, is involved in a motor vehicle accident, has a collision or is charged with a moving traffic violation, the Member will have the right to the following Services from the Provider Law Firm. These Services must be in the court of original jurisdiction.

- A. Defense of all moving traffic violations except for those violations that result in misdemeanor or felony charges.

B. Defense of the Member on any criminal charge for Manslaughter, Involuntary Manslaughter, Negligent Homicide or Vehicular Homicide, arising from the permitted use of a Licensed Motor Vehicle.

C. A total of 2.5 hours of attorney time in each of the following situations:

1. When the Member has been denied a driver's license or a driver's license has been cancelled, suspended or revoked by the issuing authority in a situation where a right to appeal is provided by statute.
2. When legal assistance is needed to reinstate or maintain a driver's license because of job related matters or medical reasons.

D. The Provider Law Firm will assist the Member up to, but not including, the filing of a lawsuit to collect all property damage claims of \$5,000.00 or less. These services are for property damages incurred as a result of the Member driving, being a passenger in, or being struck by any motor vehicle. Such assistance is limited to 2.5 hours of attorney time per property claim.

E. Traffic tickets must be submitted to the Provider Law Firm at least five working days prior to the appearance date to receive Motor Vehicle Related Services.

Motor Vehicle Related Exclusions:

1. Pre-existing Conditions which are defined as those acts or events which give rise to the issuance of a citation for a moving traffic violation and which are alleged to have occurred prior to 15 days after the Effective Date of this Contract, even though the citation or ticket might not be issued until after 15 days following the Effective Date of this Contract.
2. Any matter in which it is alleged that the Member is under the influence of or impaired by the use of alcohol, intoxicants, controlled substances, chemicals or medicines, whether prescribed or not.
3. Any matter where, in the Provider Attorney's Professional Judgment, a claim, defense or legal position cannot prevail in court. This includes matters that are considered frivolous, groundless or without merit.
4. Any matter associated with driving a Commercial Vehicle. A Commercial Vehicle is defined as any motor vehicle being driven by the Member for commercial or income-producing purposes.
5. Any matter associated with hit-and-run related charges, leaving the scene of an accident or similar charges, or criminal charges, except as provided above.
6. Any matters, tickets or violations which do not adversely impact a driving record or insurance record.
7. Any matter associated with charges that the Member is driving without a valid operator's license, statutorily required insurance, proper registration or inspection, or properly working equipment.
8. Any appeal or any other post judgment relief action, including any matters or actions that must be filed in a different court for reconsideration or review.

TRIAL DEFENSE SERVICES

A. If the Member is the defendant in a covered civil action filed in a state or federal district court, Services shall be provided as outlined in the schedule below. The number of hours are for use on all covered lawsuits filed during that Membership Year. If more than one covered lawsuit is filed against the Member in a given year, the hours remaining at the end of the first lawsuit may be used for any following lawsuit(s). In no event will the number of hours exceed the annual maximum number of hours, regardless of how many lawsuits are filed during any one Membership Year. Hours that are not used during the year expire at the end of the Membership Year. Hours that are not used during the year do not roll over to following Membership Years. The Member must continue his/her membership while any covered action is pending in order to receive Services.

Schedule:

1. First Membership Year: 60 hours of Trial Time, of which 2.5 hours may be used for Pre-Trial Time.

2. Second Membership Year: 120 hours of Trial Time, of which 3 hours may be used for Pre-Trial Time.
3. Third Membership Year: 180 hours of Trial Time, of which 3.5 hours may be used for Pre-Trial Time.
4. Fourth Membership Year: 240 hours of Trial Time, of which 4 hours may be used for Pre-Trial Time.
5. Fifth Membership Year: 300 hours of Trial Time, of which 4.5 hours may be used for Pre-Trial Time.

B. Pre-Trial Time, in the schedule above, is defined as Provider Law Firm time used in defense of a covered lawsuit prior to the date of jury selection (in a jury trial) or opening statements (in a non-jury trial). This will include, but is not limited to, time before jury empaneling and opening statements, settlement conferences, phone conversations, pre-trial conferences with the tribunal or judge. Pre-Trial Time may also include depositions, discovery, preparation of pleadings or motions and briefs, including motions for summary judgment.

C. Trial Time, in the schedule above, is defined as Provider Law Firm time used in defense of a covered lawsuit from the date of and including jury selection (in a jury trial) or opening statements (in a non-jury trial) to the date of verdict or bench decision. Trial Time is limited to up to 8 hours per trial day and may include attorney time both in and out of the courtroom.

Trial Defense Services Exclusions:

1. Defense of any criminal charge.
2. Any lawsuit involving alcohol, drugs, substance abuse, chemical abuse or dependency or the use of medicines, whether prescribed or not, hit-and-run charges or leaving the scene of an accident.
3. Any matter against the Member which arises as a result of business matters or interests (regardless of the form of the entity), or employment matters including:
 - a. Ownership, management, or association with a business, partnership, or corporate entity, or trust.
 - b. Any income producing property or venture regardless of the full-time or part-time nature.
4. Help in matters relating to dissolution of marriage, separation, annulment, child custody or other divorce or domestic related issues, or relating to bankruptcy proceedings, including adversary proceedings.
5. Class actions, amicus curiae filings or interventions filed in which the Member is a party or potential party.
6. Pre-existing Conditions. Pre-existing Conditions for Trial Defense Services are defined as those acts which give rise to a lawsuit which are alleged to have occurred prior to the Effective Date, even if the lawsuit was filed after such Effective Date.
7. Any matter where, in the Provider Law Firm's Professional Judgment, a claim, defense or legal position is not likely to prevail in court. While the suit may be excluded from Trial Defense Services, the Provider Law Firm may, at its discretion, help under the Preferred Member Discount for a possible resolution of the matter or other services deemed fitting.
8. Garnishment, attachment, collection, appeal or any other post judgment relief action, including any matters or actions that must be filed in a different court for reconsideration or review and any arbitration, mediation, administrative proceedings, or other disputes, matters and actions outside a court of law and before a third party decision maker.
9. Counter claims where the Member filed a lawsuit.
10. Any matter where the Member is acting on behalf of, or representing, another party (for example: executor, administrator, guardian or trustee).

IRS AUDIT LEGAL SERVICES

A. The Member will receive up to 50 hours of services from the Provider Law Firm when he/she is notified in writing by the Internal Revenue Service (the "IRS") of an audit, investigation or examination of his/her tax

return. These Services also include when the Member is asked, in writing, to appear at the offices of the IRS in regard to his/her tax return.

B. IRS Legal Services begin with any tax return due on April 15th of the same year as the Effective Date.

C. IRS Audit Legal Services shall be provided as follows:

1. Up to one hour of Services from the Provider Law Firm within the first 30 days for consultation, advice and/or assistance, upon receipt of written notice from the IRS that the Member's tax return is being audited, investigated or examined or when requested in writing to appear at the offices of the IRS in regard to his/her tax return.
2. Up to 2.5 hours beginning on the 31st day for representation at the audit and for negotiations, conferences, phone conversations with the attorney and settlement conferences following the audit but prior to a lawsuit.
3. Up to the balance of 46.5 hours in Trial Time or services for actual trial appearance when the IRS sues the Member or, after paying the disputed tax, the Member sues the IRS. Trial Time is defined as Provider Law Firm time used in defense of a covered lawsuit. Trial Time starts with jury selection (in a jury trial) or opening statements (in a non-jury trial) and runs through the date of verdict or bench decision. Trial Time is limited to up to 8 hours per trial day and may include attorney time both in and out of the courtroom.

IRS Audit Legal Services Exclusions:

1. Garnishment, attachment or any other post judgment relief action.
2. Charges of tax fraud or income tax evasion.
3. Trust returns, business and/or corporate tax returns, payroll and information returns, partnerships, or corporation returns, or portions thereof, that are included in the Member's tax returns.
4. Pre-existing Condition(s) which, for IRS Audit Legal Services, includes any event, investigation or notice from the IRS that the Member knew of or had been notified of prior to the Effective Date.
5. Audits, examinations, or investigations where a professional preparer or an IRS enrolled agent is making a defense are not available for IRS Audit Legal Services.
6. Requests by the IRS asking for more information to be given by mail or phone before written notice of an audit is received.

PREFERRED MEMBER DISCOUNT

During the term of the Contract, the Member may use the Provider Law Firm for personal legal matters that are not otherwise provided by this Contract. The Member has the right to Services at a 25% discount of the standard hourly rate. The Provider Law Firm will use its Professional Judgment in these matters and a separate Attorney-Client Contract will be signed. This does not apply to contingency fee matters or flat fee arrangements, which may be negotiated at a separate rate with the Provider Law Firm.

GENERAL PROVISIONS

All Services are a part of and are subject to the General Provisions of this Contract.

A. **Member:** The person executing this Contract is the Member. The Member shall be a natural person, who filled out the membership application, is named on the first page of this Contract and does not have a spouse, dependents or children. Spouse includes domestic partners, civil union partners, same-sex partners, opposite-sex partners, or other term specifically defined by any local, state or federal statute. The Member may not transfer, assign, share or delegate any services to any other individual. Should the Member marry or add a dependent or children, the Member should notify the Company of the change in status and enroll in one of the Company's legal plans for families.

B. Licensed Motor Vehicle: A vehicle, except a Commercial Vehicle, which is properly licensed, insured, registered, inspected and with properly working equipment.

C. Contract: Any reference to "Contract" herein refers to this legal service contract between the Company and the Member.

D. Entire Agreement: This Contract represents the entire agreement between the Member and the Company.

E. Provider Law Firm: The Provider Law Firm is a law firm or attorney that has contracted with the Company to provide the Services described in this Contract in the Member's main state of residence. This does not require all legal Services under the Contract to be performed by the Provider Law Firm. The Provider Law Firm or the Company may, under certain circumstances, refer matters to a referral attorney ("**Referral Attorney**"). The Provider Law Firm employs attorneys who are licensed, practicing attorneys who provide the Contract Services ("**Provider Attorney**"). Referral Attorney and Provider Attorney may also be collectively referred to in this Contract as the Provider Law Firm.

F. Geographical Area of Coverage: This Contract only provides for legal Services in the United States, except where excluded, and does not include Services outside the United States or Services in other territories.

G. Native American Legal Issues Exclusion: Native American legal issues are excluded from Services. Such issues include any legal matters relating to Indian Tribes, Native American citizens and tribal governments. This also excludes legal issues before federal, tribal and/or state courts, administrative bodies, arbitration panels or arbitrators, tribunals and/or hearing panels, judges or officers.

H. Effective Date: The Effective Date is the date on the membership application or date the application is submitted to the Company via the Internet.

I. Eligibility Period: The Eligibility Period begins on the Effective Date of the Contract. The Eligibility Period will cease without notice if the Company cancels the Contract for fraud. If the Member cancels the Contract, either in writing or by non-payment of membership fees, the Eligibility Period shall cease on the date the Contract is no longer paid current to the Company. The Member has a 30 day grace period to pay all past due fees in order to keep the Contract without a lapse in services.

J. Membership Year: Membership Year shall be defined as the period of time beginning on the Effective Date of the Contract, extending for a period of one year thereafter, and each one year period thereafter.

K. The Company: Any reference to the "Company" in this Contract shall refer to Pre-Paid Legal Casualty, Inc., dba LegalShield.

L. General Exclusions: The following items are excluded from this Contract:

1. Any matter involving the Member which arises as a result of business matters or interests (regardless of the form of the entity), including:
 - a. Ownership, management, or association with a business, partnership, corporate entity, or trust.
 - b. Any income producing property or venture regardless of the full-time or part-time nature.
2. Fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds and out-of-pocket expenses.
3. The Member or entity who starts or joins in a lawsuit against the Company or any of its subsidiaries or affiliates, or is named as a defendant or respondent in a lawsuit started by the Company or any of its subsidiaries or affiliates, shall be excluded from receiving any of the Services of this Contract, during the pendency of such lawsuit or until its outcome.
4. Any matter, issue, consultation, action, proceeding, or dispute between the Member and the Provider Law Firm or the Member and the Company.
5. Any matter which the Provider Law Firm decides is resolved or has been raised an unreasonable number of times without a vast change of circumstance.

6. Any matters which are covered by any insurance policy.

M. Attorney-Client Contract and Representation: All Services which may require payment of any anticipated cost or payment of a retainer to the Provider Law Firm to cover reasonable anticipated legal services not covered by the Contract shall be subject to the terms of an Attorney-Client Contract. This Attorney-Client Contract is to be agreed upon by the Member and the Provider Law Firm prior to the time services are rendered. All determinations of retainers and anticipated costs to be incurred shall be the sole discretion of the Provider Law Firm. When applicable, eligibility for receipt of Services under the Contract is contingent upon payment of such retainers and anticipated costs prior to commencement of legal representation. All services and legal representation will be limited to the Services available under this Contract and the Provider Law Firm has no duty or relationship beyond the specified Services.

N. Attorney of Choice: If the Member wishes to secure the services of an attorney of his/her choice for any matter under this Contract, the Member must contact the Provider Law Firm before contacting the attorney of his/her choice. The Provider Law Firm and the Attorney of Choice shall enter into a contract before services are rendered. The contract will set forth the fees to be paid by the Provider Law Firm to the Attorney of Choice. Those fees shall be the normal capitated rate paid to the Provider Law Firm. If the Attorney of Choice accepts such contract, the Member must pay for any charges other than those covered by the normal capitated rate paid by the Provider Law Firm to the Attorney of Choice.

O. Provider Law Firm's Professional Judgment: The Company will in no way attempt to influence or affect the Provider Law Firm's independent professional judgments. The Provider Law Firm will make the decision whether to accept any case, including a contingency case, or whether to appeal any judgment or legal decision. The Provider Law Firm will select the defense, as permitted by law, to be used for any legal matter.

P. Examination Right: The Member shall have 10 days after delivery to review the Contract. If not satisfied for any reason, the Member may send written notice, to the Company or agent through whom it was purchased, cancelling the Contract. The paid fees will then be refunded. The Company will have 10 days from the receipt of the cancellation to void the Contract leaving both parties in the same position as if the Contract had not been issued.

Q. Cancellation of Contract: The Company may cancel this Contract for fraud, non-payment of membership fees, or if the Provider Law Firm determines, in its professional and independent judgment, that the Member is unable, unwilling or incapable of accepting or understanding legal advice and services. In the event of cancellation by the Company, a 30 day notice of cancellation shall be given to the Member. All benefits will cease at the end of the Eligibility Period. The Member may cancel the Contract at any time by giving notice to the Company. Upon written request, the Member shall be entitled to a refund of the unused portion of the membership fees paid for this Contract. The amount will be calculated on a pro-rata basis over the period of the Contract. Any enrollment fees are earned when paid and will not be refunded should this Contract be cancelled by the Member. In the event of cancellation by the Company, Services will only be provided for those matters reported in writing to the Provider Law Firm during the Eligibility Period.

R. Settlement of Disputes: All disputes or claims relating to the Company, this Contract, any Company products or services or any claims or causes of action between the Member and the Company, and any of the Company's officers, directors, employees or affiliates, whether in tort or contract, shall be settled totally and finally by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association, including the optional rules for emergency measures of protection. If the Member files a claim or counterclaim against the Company or any of its officers, directors, employees or affiliates in any such arbitration, he/she may do so only on an individual basis and not with any other member.

S. Mutual Cooperation: The Member and Company shall work together with the Provider Law Firm to provide effective legal services. At all times, the Member shall act with professionalism and mutual respect.

T. Change of Contract: No change in the Contract shall be valid until approved by an officer of the Company and endorsed on or attached to the Contract. No agent or sales associate has authority to change the Contract or to waive any of its provisions. A 30 day notice will be given should there be any change in this Contract.

U. **Reinstatement Procedure:** Upon application by the Member, the Company, at its option, may reinstate this Contract upon payment by the Member of the fee, without change in the Contract. Services are not available for any act or occurrence during the lapse period.

V. **Change in Fees:** The Company has the right to change the fee for this membership. Changes in the membership fee will only occur after the current payment period has expired. Should the membership fee be changed, the Member will be given a 30 day written notice.

W. **Severability:** If any provision of this Contract is deemed invalid or unenforceable in any respect, such provision shall be, to the extent possible, reformed to make it effective. If any provision is deemed invalid and incapable of being reformed, it shall not impact the validity and enforceability of all other provisions of this Contract, which shall remain valid and enforceable.

X. **Subrogation:** If the Company or Provider Law Firm makes a payment under this Contract and the person to or for whom payment was made has a right to recover damages from another, the Company shall be subrogated to that right.

Y. **Release of Information:** In order to provide customer service, the Member with a concern about a Provider Attorney authorizes the Provider Law Firm to share with the Company any and all communications between the Member and the Provider Attorney. The Member acknowledges personal information is electronically stored. The Member should contact Member Services at the number listed on the membership card with any complaint or concern. A written release may be required for the Provider Law Firm to respond to a complaint.

Z. **Adequate and Timely Notice:** The Member must send the Provider Law Firm adequate facts and required documents and authorizations in a timely manner to receive services. This includes reporting a traffic violation to the Provider Law Firm within 5 days of receiving the notice of the violation. A Trial Defense matter must be reported to the Provider Law Firm within 10 days of receiving first notice of the matter. Failure to timely submit adequate documents and facts to the Provider Law Firm shall render any obligation of the Provider Law Firm to enter an appearance in the matter, or to provide any other services, null and void.

AA. **Complaints:** The Member has the right to file a complaint of unethical conduct by an attorney with the Board of Professional Responsibility, Supreme Court of Tennessee, 1101 Kermit Drive, Suite 730, Nashville, TN 37217, (800)486-5715 toll-free, (615)361-7500 local. Emails may be sent to ethics@tbpr.org.



Jeff Bell
Chief Executive Officer