



Dear Member:

As part of payment of the membership fee and abiding by the terms and conditions of this Contract and any attachments, you and all Covered Persons, will receive the legal services (the "Services") as outlined in this Contract. The Services will be provided by attorneys designated by the Company, 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 directed through the Provider Attorney in your state of residence in a prompt manner. This will allow sufficient time for preparation and response. For legal matters that arise within the United States and outside your state of residence, the Provider Attorney may assign an attorney who is licensed in the appropriate jurisdiction. Should you move to another state, your membership Contract and Provider Attorney will switch to your new state of residence after you notify the Company. Please refer to the General Provisions and other sections of this Contract for the definition of capitalized terms.

CONSULTATION SERVICES

A. Telephone Consultation. A Covered Person may receive toll-free telephone consultations on an unlimited number of personal legal matters. Consultations are available to the extent the Provider Attorney deems it necessary to adequately advise the Covered Person on the legal matter. Additionally, the Provider Attorney, in his/her Professional Judgment, may provide up to one hour of legal research concerning the matter if the legal matter cannot be adequately addressed during the telephone consultation. For this consultation and advice, the Covered Person will call the telephone number listed on the membership card during regular office hours, except on holidays.

B. Letter or Telephone Call. If the Provider Attorney, in his/her Professional Judgment, determines from the toll-free consultation with the Covered Person that either a telephone call or a letter would be of further assistance to the Covered Person, then the first such letter or telephone call (for each non-related personal legal subject matter per Membership Year) will be written or made on behalf of the Covered Person. Any additional telephone 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 consultation, the Covered Person may submit for review any personal legal document of 15 pages or less relating to the consultation, in which the Covered Person is a contracting party. 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 Covered Person shall provide a copy of the document to be reviewed, retaining the original, to the Provider Attorney. The Provider Attorney will review the copy and advise the Covered Person by telephone consultation on any areas of concern and the legal implications of those provisions and their conformity to State and Federal law. Any editing or negotiations concerning the document are available under the Preferred Member Discount.

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

24/7 EMERGENCY ACCESS

The Covered Person may receive toll-free telephone access to the Provider Attorney on a 24-hour per day basis by calling the emergency number on the Covered Person's membership card in order to consult with the Provider Attorney only when:

1. The Covered Person 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 capacity or any private security personnel acting in the course of such person's employment). "Detained" means being restrained, searched or deprived of immediate liberty by a Law Enforcement Officer.
2. The Covered Person 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 capacity regarding any minor child in the Covered Person's custody or control, or any dependent child of the Covered Person.
3. The Covered Person is involved in an automobile or motorcycle accident that results in bodily harm or physical injury.
4. The Covered Person is served with a warrant.

The telephone access provided is subject to conditions imposed by the detaining or questioning authority, which may prevent a Provider Attorney from communicating with the Covered Person on an immediate basis.

24/7 Emergency Access Exclusion:

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

RESIDENTIAL LOAN DOCUMENT SERVICES

When buying their primary residence, the Member and Member's spouse, are entitled to have any and all residential loan documents, as may be required by the lending institution or by law and not otherwise provided or prepared by the seller, lender, or other third party, prepared by the Provider Attorney. All information necessary for the preparation of the documents must be provided to the Provider Attorney at least five business days prior to the closing date. Legal Services under this paragraph are available once each Membership Year for the Member's primary residence. Any documents prepared by a third party may be reviewed by the Provider Attorney prior to closing, provided they are submitted to the Provider Attorney at least five business days prior to the closing date. This Service does not include review of the abstract or preparation of a Title Opinion or the Provider Attorney's presence at closing.

FAMILY & DOMESTIC RELATED SERVICES

Each of the following Family and Domestic Related Services described in this section become available after your membership has been active for 90 consecutive days from the Effective Date. These Services are excluded from any proceedings that have already been initiated.

A. Uncontested Separation or Annulment. The Member is entitled to Services relating to an uncontested legal separation or uncontested civil annulment if available in the state of the Member's primary residence. Uncontested separation or uncontested civil annulment is defined as a separation or annulment where neither the Member nor Member's spouse is represented by counsel and all issues are agreed upon in writing by the parties without negotiation by the Provider Attorney. Services for a contested separation or contested civil annulment are available under the Preferred Member Discount. If, in the Provider Attorney's Professional Judgment, an uncontested legal separation or uncontested annulment becomes contested, subsequent Services will then be available under the Preferred Member Discount.

B. Uncontested Divorce. The Member is entitled to Services relating to an uncontested divorce. Uncontested divorce is defined as a divorce where neither the Member nor Member's spouse is represented by counsel and issues are agreed upon by the parties, in writing, without the negotiation by the Provider Attorney.

ney, and net material assets of the marriage are under \$500,000. If a court or third party modifies any terms previously agreed upon by the Member and Member's spouse, the matter will become contested, unless both parties agree to the changes. If the court with jurisdiction over the divorce action changes or denies any term of an agreed upon decree, the divorce shall then be considered contested and services then provided under the Preferred Member Discount. Any division of retirement benefits or determination of a QDRO (Qualified Domestic Relations Order) is not covered and is the responsibility of the Member. Preparation and filing of documents affecting the property ownership or encumbrances on property are not included. These Services are available under the Preferred Member Discount. If, in the Provider Attorney's Professional Judgment, an uncontested divorce becomes contested or negotiated, subsequent Services will then be available under the Preferred Member Discount. Any post-decree legal issues are available under the Preferred Member Discount.

C. Uncontested Adoption. An uncontested adoption is defined as an adoption where all parties have agreed in writing to the adoption, all required consents are obtained and the adoption is not contested or challenged. If, in the Provider Attorney's Professional Judgment, an uncontested adoption becomes contested, subsequent Services are available under the Preferred Member Discount. Guardianship proceedings are excluded.

D. Uncontested Name Change. A Covered Person is entitled to Services relating to an uncontested name change prepared by the Provider Attorney. An uncontested name change is defined as a name change where all required consents are obtained and the name change is not contested or challenged. This Service includes the preparation for and attendance at, if required, the initial hearing to obtain the change in name. Preparation of any required publication notice and any governmental documentation such as fingerprints and criminal history checks are available under the Preferred Member Discount.

ESTATE PLANNING SERVICES

A. Last Will & Testament. A Covered Person is entitled to have a Last Will and Testament prepared by the Provider Attorney. The Last Will and Testament may include a codicil or amendment and may include the creation of a testamentary children's trust. Any other provisions in the Will regarding planning for estate taxes, complex distributions, and special needs trusts, will be provided pursuant to the Preferred Member Discount. These Services do not include the distribution for any assets outside of the United States. The Covered Person desiring a Last Will and Testament must complete a Will Questionnaire furnished by the Company and return it to the Provider Attorney. Execution and storage of the Last Will and Testament shall be the sole responsibility of the Covered Person. The Covered Person shall be entitled once during each Membership Year to have the Provider Attorney review his/her Last Will and Testament and make any necessary changes. The Covered Person has the sole responsibility to initiate the annual review and such review rights do not accrue from year to year.

B. Health Care Power of Attorney. A Covered Person will be entitled 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 responsibility of the Covered Person. The Covered Person shall be entitled once during each Membership Year, to have the Provider Attorney review his/her Health Care Power of Attorney to make any necessary changes.

C. Physician's Directive/Living Will. A Covered Person will be entitled to have a Directive to Physician/Living Will form prepared which conforms to state law. Execution and storage of the document shall be the responsibility of the Covered Person. The Covered Person shall be entitled once during each Membership Year, to have the Provider Attorney review his/her Directive to Physician/Living Will to make any necessary changes.

MOTOR VEHICLE RELATED SERVICES

Legal services requested for the following 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 Covered Person, while driving any Licensed Motor Vehicle, with the express consent and permission of the Licensed Motor Vehicle's owner, shall become involved in a motor vehicle accident, have a collision or be charged with a moving traffic violation, the Covered Person will be entitled to the following Services from the Provider Attorney, 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 Covered Person 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 Covered Person 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 Attorney will provide a Covered Person with assistance 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 available for property damages incurred as a result of the Covered Person 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 Attorney 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 Covered Person 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 Professional Judgment of the Provider Attorney, 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 a Covered Person 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 a Covered Person 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 or Member's spouse 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 available to use on all covered lawsuits filed during that Membership Year. If more than one covered lawsuit is filed against a Member or the Member's spouse in a given year, the hours remaining at the conclusion of the first lawsuit may be used for the subsequent lawsuit. In no event will the number of available 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 Membership Year expire at the end of the Membership Year and do not roll over to subsequent 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 Attorney time rendered 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 between jury empaneling and opening statements, settlement conferences, telephone conversations, pre-trial conferences with the tribunal or judge, 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 Attorney time rendered 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 a Covered Person 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. Dependents, other than the Member's spouse, are not entitled to services under Trial Defense Services.
5. Assistance in matters relating to dissolution of marriage, separation, annulment, child custody or other divorce or domestic related issues, to bankruptcy proceedings, including adversary proceedings, or to any other matters for which Services are provided under other provisions of this Contract.
6. Class actions, amicus curiae filings or interventions filed in which the Covered Person is a party or potential party.
7. 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.

8. Any matter where, in the Professional Judgment of the Provider Attorney, 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 Attorney may, in his/her discretion, provide assistance under the Preferred Member Discount for a possible resolution of the matter or other services deemed appropriate.

9. 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.

10. Counter claims where the Covered Person initiated a lawsuit.

11. Any matter where a Covered Person is acting on behalf of, or representing, another party (for example: executor, administrator, guardian or trustee).

IRS AUDIT LEGAL SERVICES

A. The Covered Person will receive up to 50 hours of services from the Provider Attorney 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 or when he/she is requested, in writing, to appear at the offices of the IRS concerning his/her tax return.

B. Coverage for IRS Legal Services begins 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 Attorney within the first 30 days for consultation, advice and/or assistance, upon receipt of written notice from the IRS that the Covered Person's tax return is being audited, investigated or examined or when requested in writing to appear at the offices of the IRS concerning his/her tax return.

2. Up to 2.5 hours beginning on the 31st day for representation at the audit and for negotiations, conferences, and telephone conversations with the attorney and settlement conferences subsequent thereto, 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 Covered Person or, after paying the disputed tax, the Covered Person sues the IRS. Trial Time is defined as Provider Attorney time rendered 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.

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, corporation returns or portions thereof that are included in the Covered Person'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 Covered Person 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 available, are not available for IRS Audit Legal Services.

6. Requests by the IRS asking for additional information to be supplied by mail or telephone before written notification of an audit is received.

PREFERRED MEMBER DISCOUNT

During the term of your Contract, a Covered Person may use the Provider Attorney for personal legal matters that are not otherwise provided by this Contract. The Covered Person will be entitled to services at a 25% discount of the standard hourly rate subject to the Provider Attorney's Professional Judgment and a separate Attorney-Client Contract. This does not apply to contingency fee matters or flat fee arrangements, which may be negotiated at a separate rate with the Provider Attorney.

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, who shall be a natural person, who is named on the first page of this Contract.

B. **Covered Person Shall Include:**

1. The Member.
2. The Member's spouse. Spouse as used in this Contract includes Domestic Partners, Civil Union Partners, or other term specifically defined by any local, state or federal statute.
3. Never married dependent children of the Member, or Member's spouse, under 26 years of age who are permanent residents of the Member's household or full-time students.
4. Children under 18 years of age for whom the Member, or the Member's spouse, is the legal guardian.
5. Any dependent child, regardless of age, who is physically disabled or mentally incapacitated resulting in an inability to make legally binding decisions and is (i) unable to be employed; (ii) 51% or more financially dependent upon the Member or Member's spouse; and (iii) lives at home with the Member or Member's spouse. Documentation may be required by LegalShield or the Provider Law Firm before any legal services may be rendered.
6. A dependent is the natural or adopted child of the Member, or Member's spouse, unless otherwise specified in this Contract.

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

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

E. **Availability of Services:** (i) For any matter involving both the Member and another Covered Person, only the Member may be entitled to Services (ii) Covered Person is entitled to the Services outlined in this Contract only to the extent such Services are available and permitted by the laws of the state having jurisdiction over the legal matter.

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

G. **Provider Attorney:** The Provider Attorney is an attorney or law firm who has contracted with the Company to provide the Services described in this Contract in the Member's primary state of residence. This does not require all legal Services under the Contract to be performed by the Provider Attorney as the Pro-

vider Attorney or the Company, under certain circumstances, may refer matters to a referral attorney (a **"Referral Attorney"**). Referral Attorney and Provider Attorney may be collectively referred to in this Contract as the Provider Attorney.

H. 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.

I. Native American Legal Issues Exclusion: Native American legal issues are excluded from Services. Such issues include any legal matters relative to the body of law dealing with the status of Indian Tribes, Native American citizens and their special status and relations with federal, state and tribal governments. This includes, but is not limited to, jurisdictional disputes, tribal and individual properties, royalties, conflicts with governmental powers and the Indian status of participants or subject matters as found in federal, tribal and/or state treaties, constitutions, statutes, regulations, case decisions, laws, ordinances, resolutions and administrative laws and decisions. 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.

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

K. Eligibility Period: The Eligibility Period begins on the Effective Date of the Contract and terminates for any of the specific termination reasons set forth in General Provision R. Cancellation of Contract.

L. 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.

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

N. General Exclusions: The following items are specifically excluded from this Contract and shall not be interpreted as included Services under any provision of the Contract:

1. Any matter involving any Covered Person 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 any out-of-pocket expense.
3. Any person or entity who initiates or participates in a lawsuit against the Company or any of its subsidiaries or affiliates, or is named as a defendant or respondent in a lawsuit initiated by the Company or any of its subsidiaries or affiliates, shall be specifically excluded from receiving any of the legal services under any Service of this Contract, during the pendency of such lawsuit or until its resolution.
4. Any matter, issue, consultation, action, proceeding, or dispute between the Covered Person and the Provider Attorney or the Covered Person and the Company.
5. Any matter which the Provider Attorney determines is resolved or has been raised an unreasonable number of times without substantial change of circumstance.
6. Any matters which are covered by any insurance policy.

O. Attorney-Client Contract and Representation: All Services which may require payment of any anticipated cost or payment of a retainer to the Provider Attorney 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 Covered Person and the Provider Attorney prior to the time services are rendered. All determinations of retainers and anticipated costs to be incurred shall be the sole dis-

cretion of the Provider Attorney. 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 Attorney has no duty or relationship beyond the specified Services.

P. Provider Attorney's Professional Judgment: It is the sole discretion of the Provider Attorney to determine whether claims or defenses pertaining to any matter under any Service of this Contract present frivolous or otherwise unmeritorious claims or defenses, including decisions to take any contingency case or to appeal any judgment or decision. The Provider Attorney reserves the right to make independent professional judgments. The Company will in no way influence or attempt to affect the rendering of professional services by the Provider Attorney.

Q. Examination Right: The Member shall have 10 days after delivery to examine the Contract. If the Member is not satisfied with it for any reason, the Member may send written notice rescinding the Contract and have the paid membership fee refunded. Upon the Member's delivery of written notice of rescission of the Contract to the Company or the agent through whom it was purchased, within 10 days of delivery, the Contract shall be void from the beginning and the parties shall be in the same position as if this Contract had not been issued.

R. Cancellation of Contract: The Company may cancel this Contract for fraud, non-payment of membership fees, or if the Provider Attorney determines, in its professional and independent judgment, that the Member is unable, unwilling or incapable of accepting or understanding legal advice and services. The Company shall notify the Member in writing of any such cancellation. In the event of cancellation by the Company for fraud the Contract will cancel immediately. Any Covered Person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information concerning a material fact may be subject to criminal or civil penalties and/or cancellation of the Contract. In the event of cancellation by the Company for non-payment of membership fees the Company will issue a 10 day written notice of cancellation. The Company will issue a 30 day written notice of cancellation if the Provider Attorney determines, in its professional and independent judgment, that the Member is unable, unwilling or incapable of accepting or understanding legal advice and services. The Member may cancel the Contract at any time by giving notice to the Company. Upon written request, the Member shall be entitled to be reimbursed by the Company the unused portion of the membership fees paid for this Contract, the amount to be calculated on a pro-rata basis over the period of the Contract. Any enrollment fees are considered earned when paid and will not be refunded should this Contract be cancelled by the Member. All services will automatically terminate at the end of the Eligibility Period. In the event of cancellation by the Company, only those events reported in writing to the Provider Attorney during the Eligibility Period are covered.

S. Settlement of Disputes: Should any dispute arise regarding coverage under this Contract, the Company will agree to assist the Covered Person and Provider Attorney in the resolution of the dispute. A representative of the Company will work with the Provider Attorney and/or Covered Person in an attempt to resolve any dispute regarding coverage under this Contract. If the dispute is not resolved to the Covered Person's satisfaction, the Covered Person should send a written statement to the Company's Legal Review Committee, which consists of 2 company officers. The Covered Person will receive a response from the Legal Review Committee within 45 days from the time the dispute is submitted to the committee. After all internal appeals have been exhausted the Covered Person may elect arbitration. Arbitration must be by mutual agreement at the time of the dispute and can only be binding by consent of the Covered Person in accordance with Oregon law.

T. Mutual Cooperation: The Member and Company shall mutually cooperate with the Provider Attorney for the effective provision of legal services. At all times the Member shall conduct the relationship with professionalism and mutual respect.

U. Duplication of Coverage: A Covered Person may not secure Services from the Provider Attorney for the same matter under more than one Contract and may not secure the Services of more than one attorney on any given subject matter.

V. 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.

W. Reinstatement Procedure: The Member may seek to reinstate this Contract after cancellation if the contract is still offered by the Company. The Company, at its sole discretion, may reinstate this Contract upon payment by the Member of the appropriate fee. The Effective Date of the reinstatement and availability of Services shall be the date the reinstatement is accepted and processed by the Company. Services are not available for any act or occurrence during the lapse period.

X. Conflict of Interest: In the event the Provider Attorney has a conflict of interest or is otherwise unable to perform the legal services under this Contract, the Company shall secure alternate representation for the covered legal service. If the Covered Person desires to secure and pay for his/her legal services, he/she may do so.

Y. Change in Fees: The Company reserves the right to change the established membership 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.

Z. 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.

AA. Subrogation: If the Company or Provider Attorney 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.

BB. Release of Information: In order to facilitate customer service, any Covered Person submitting a concern about a Provider Attorney authorizes the Provider Attorney to disclose to the Company any and all communications between the Covered Person and the Provider Attorney. Additionally, all Covered Persons acknowledge personal information is electronically stored. A Covered Person should contact Member Services at the number listed on their Membership Card with any complaint or concern. A written release may be required for the Provider Attorney to respond to a complaint.

CC. Adequate and Timely Notice: To be entitled to receive services under this Contract, the Covered Person must submit to the Provider Attorney adequate facts and necessary documents and authorizations in a timely manner. This includes reporting a traffic violation to the Provider Attorney within 5 days of receiving the notice of the violation and reporting a Trial Defense matter to the Provider Attorney within 10 days of receiving first notice of the matter. Failure to timely submit adequate documents and facts to the Provider Attorney shall render any obligation of the Provider Attorney to enter an appearance in the matter, or to provide any other services, null and void.

DD. Disclosure of Information for Statistical and Billing Purposes: The relationship between the Covered Person and attorney providing services to the Covered Person is a confidential relationship. The Covered Person does hereby approve of the disclosure by the attorney to the Company of the general nature of the consultation, the nature of the services rendered and the time spent rendering such legal services. The Company will use this information only for statistical purposes and for determining the appropriate fee to be paid to the attorney.



Jeff Bell
Chief Executive Officer
Pre-Paid Legal Services, Inc.