



**Dear Member:**

The following services ("Services") are available to the Member ("Member") which is the actual business entity when the membership fee is paid. The Services will be provided by licensed, practicing attorneys selected by Pre-Paid Legal Services, Inc., dba LegalShield (the "Company") referred to as the "Provider Law Firm", "Provider Attorney", or "Referral Attorney".

All request for Services must be directed through the Provider Attorney, in the state where the business' principal place of business is located, in a prompt manner to allow sufficient time for preparation and response. This Contract covers legal matters within the United States. Should the Member's principal business location change states, the Provider Law Firm and Company must be notified. The Member will be transferred to a membership in the new state, if available.

Any reference to "Contract" refers to this Contract between the Member and the Company. All services under this Contract are part of and are subject to the General Provisions. Please refer to the General Provisions and other sections of this Contract for the definition of capitalized terms.

**TELEPHONE CONSULTATION AND LEGAL RESEARCH**

The Member may receive telephone consultations concerning legal matters of the Member to the extent the Provider Attorney deems it necessary to adequately advise the Member. For this consultation, the Designated Spokesperson for the Member may call the Provider Law Firm during regular office hours. Additionally, the Provider Attorney may provide up to one hour of legal research concerning the matter if, in the opinion of the Provider Attorney, the legal matter cannot be adequately addressed through a telephone call.

**LETTERS & PHONE CALLS**

If, in the professional opinion of the Provider Attorney, a letter written or phone call made on behalf of the Member would be of further assistance on the legal matter, the Member is entitled to twenty (20) per year (no more than five (5) per month), each on a unique business matter, and with one follow-up letter or telephone call to each if a response is received by a third-party. Additional letters or phone calls beyond the twenty (20) provided per year can be provided at a flat rate of \$75 per letter or phone call. Debt Collection Letters and Designated Consultations are specifically excluded from this section.

**DOCUMENT REVIEW**

The Member may submit for attorney review, up to twenty (20) business legal documents per year (no more than five (5) per month), on business topics in which the Member is a contracting party. The documents may be up to a maximum of twenty (20) consecutive pages in length and concern separate subject matters and further provided that the contracts are not both part of a single related business transaction. This document review does not include review of pleadings or any documents relating to administrative proceedings or lawsuits. Additional business documents beyond the twenty (20) per year, in excess of five (5) per month, can be provided at a flat rate of \$75 per document.

**CUSTOM CONTRACT DRAFTING**

If, in the professional opinion of the Provider Attorney, a custom contract can be drafted to assist the Member in a basic legal action then, the Member may receive custom legal contract(s), up to twenty-five (25) pages

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in length, written by the Provider Law Firm at a flat rate of \$250 per contract. This service does not include contract drafting for mergers and acquisitions, initial public offerings, or private placements, administrative or regulatory matters or franchise agreements and legal matters covered under Designated Consultations. This contract drafting does not include pleadings or any documents relating to administrative proceedings or lawsuits. Negotiations with parties and redrafts are available at a 25% discount from the Provider Attorney's hourly rate.

### **COLLECTION LETTERS**

In addition to the Letters and Phone Calls available above, the Member may have ten (10) collection letters prepared per month by the Provider Attorney. Additional collection letters can be provided at a flat rate of \$75 per collection letter.

### **EMPLOYEE HANDBOOK**

The Member may receive an attorney prepared basic Employee Handbook which is customized to applicable state laws in the state of the principal place of business for a flat fee of \$750 once per year.

### **TRADEMARK OR COPYRIGHT**

The Member may receive a copyright or trademark filing in the United States once per year. Filing fees, search fees, opinion letters, or other expenses will be paid by the Member. Additional copyright or trademark filings can be provided at a flat rate of \$500 each.

### **DESIGNATED CONSULTATIONS**

The Member may receive a total of five (5) telephone consultations per year, of up to thirty (30) minutes in length, for one selected matter in the following areas of law: International Law, Tax, Copyright, Trademark, Patents, Securities, Intellectual Property, Antitrust, Immigration or non-domestic legal issues in Canada.

### **IRS AUDIT LEGAL SERVICES**

A. The Member will receive up to twenty-five (25) hours of Services from the Provider Attorney when notified in writing by the Internal Revenue Service (the "IRS") of an audit, investigation, or examination of the Member's tax return or when requested, in writing, to appear at the offices of the IRS concerning the 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 Member's tax return is being audited, investigated, examined, or when requested in writing to appear at the offices of the IRS concerning the tax return.
2. Up to 2.5 hours beginning on the 31st day for representation at the audit and for negotiations, conferences, telephone conversations with the attorney, and settlement conferences subsequent thereto, but prior to a lawsuit.
3. Up to the balance of 21.5 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 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 Limitations:

1. Garnishment, attachment, or any other post judgment relief action.
2. Charges of tax fraud or income tax evasion.
3. 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.
4. 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.

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

## **DISCOUNT**

The Member will receive a 25% discount from the Provider Attorney's hourly rate for business legal work. This discount does not apply to legal services rendered pursuant to the Designated Consultations section of this Contract, contingency fee cases, or fees set by the court.

## **ELIGIBILITY AND GENERAL PROVISIONS**

### **A. Eligible Member:**

1. A small business entity with;
2. One (1) Employee Identification Number (EIN) or registered number that is;
3. For profit, not publicly traded and;
4. Engaged in a legal business.

**B. Designated Spokesperson:** The Member shall designate, in writing, up to three (3) spokespersons to communicate with the Provider Attorney. The Designated Spokespersons must be employees, owners, partners, or officers. The Designated Spokespersons must have authority to legally bind the Member. In the event a Designated Spokesperson is no longer associated with the Member for any reason, it shall be the Member's responsibility to notify the Company. If the formerly Designated Spokesperson was responsible for communicating with the Provider Attorney concerning an on-going legal matter, the Member should also advise the Provider Attorney. If the Provider Attorney is not made aware of the Designated Spokesperson changes, the attorney and firm are not responsible for any legal issue that may result.

**C. Availability of Services:** For any matter involving both the Member and an owner or Designated Spokesperson, only the Member may be entitled to Services. The Member 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.

**D. Entire Agreement:** This Contract and the Member's application shall constitute the entire contract between the parties.

**E. Provider Attorney and Referral 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 state of the Member's principal place of business. This does not require all legal Services under the Contract to be performed by the Provider Attorney. The Provider Attorney or the Company, under certain circumstances, may refer matters to a referral attorney ("Referral Attorney"). Referral Attorney and Provider Attorney may collectively be referred to in this Contract as the Provider Attorney.

**F. Native American Legal Issues Exclusion:** Native American legal issues are excluded from Services. Such issues include legal matters involving tribal nations, governments, or authorities, or matters before federal, tribal, and/or state courts, administrative bodies, arbitration panels or arbitrators, tribunals and/or hearing panels, judges, or officers.

**G. Effective Date:** The Effective Date of the Contract is the date on the membership application or the date the application is submitted via the internet, whichever is later. If the date on the application is more than 14 days prior to when the Company receives the application, the Effective Date will become the date the application is processed.

**H. Eligibility Period:** The Eligibility Period begins on the Effective Date of the Contract and terminates immediately in the event of cancellation by the Company. In the event this Contract is cancelled, the Eligibility Period shall terminate on the date the Membership is no longer paid current.

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

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

1. Any matter, issue, consultation, action, proceeding or dispute between the Member and any owner of the business. Any issue which raises or could raise a conflict between any owner or Designated Spokesperson and the Member or any issue between any owner and any Designated Spokesperson which affects the Member.

2. Fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds, and out-of-pocket expenses.

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 section of this Contract during the pendency of such lawsuit or until its resolution.

4. Any matter, issue, consultation, action, proceeding, lawsuit or dispute between the Member and the Provider Attorney or the Member 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.

7. Any court proceedings, lawsuits, administrative hearings, or legal matters where the Member is already representing itself or has retained other counsel.

**K. Attorney-Client Contract and Representation:** Any Services which require payment of anticipated costs 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 Attorney prior to the time Services are rendered. All retainers and anticipated costs to be incurred shall be the sole discretion 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 those available under this Contract and the Provider Attorney has no duty or relationship beyond the specified Services.

**L. 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. This includes decisions on contingency cases 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.

**M. Examination Right:** The Member shall have 10 days after delivery to examine the Contract. If not satisfied for any reason, the Member may send written notice rescinding the Contract and have the paid membership fee refunded. Upon the delivery of written notice of rescission of the Contract to the Company 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.

**N. Cancellation of Contract:** The Company may cancel this Contract for fraud, for non-payment of membership fees or if the Provider Attorney determines, in his or her Professional Judgment, 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. All Services will automatically terminate at the end of the Eligibility Period. The Member may cancel the Contract at any time by giving notice to the Company by the Designated Spokesperson with legal authority to bind the Member. Upon written request, the Member shall be entitled to be reimbursed the unused portion of the membership fees paid for this Contract, the amount to be calculated on a pro-rata basis over the payment period. The payment period is the monthly, semi-annual, or annual payment option selected by the Member for membership fees on the application. In the event of cancellation by the Company, Services will only be provided for those matters reported in writing to the Provider Attorney during the Eligibility Period.

**O. Settlement of Disputes:** All disputes or claims relating to the Company; this Contract; any Company products or services; any claims or causes of action between the Member, the Company, and any of the Company's officers, directors, employees, or affiliates, whether in tort or contract, shall be settled by arbitration per the Commercial Arbitration Rules of the American Arbitration Association. If agreed upon, the Member and the Company may use other processes to settle the disputes or claims. If the Member files a claim or counterclaim against the Company or any of its officers, directors, employees, or affiliates in any such arbitration, it may do so only on an individual basis and not with any other member or as part of a class action.

**P. Mutual Cooperation:** The Member shall cooperate with the Provider Attorney for the effective provision of legal services and at all times conduct the relationship with professionalism and mutual respect.

**Q. Change of Contract:** No change in the Contract shall be valid until approved by an officer of the Company and unless such change is 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.

**R. 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.

**S. 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.

**T. 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.

**U. 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 or Provider Attorney shall be subrogated to that right.

**V. Release of Information:** Any Member, directly or by survey, submitting to the Company complaints about or inquiries concerning a Provider Attorney's services, authorizes the Provider Attorney to disclose to the Company any and all communications between the Member and the Provider Attorney, including privileged and confidential information, in order to respond to such complaints or questions.

**W. Adequate and Timely Notice:** To be entitled to receive Services under this Contract, the Member must submit to the Provider Attorney adequate facts and documents in a timely manner in order to allow an attorney time to review the facts and documents, enter into a retainer agreement with the Member when appropriate, and provide legal assistance as required by this Contract. 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.

**X. How it Works:**

1. Once it has been determined the Member is entitled to coverage under any other section of this Contract, the Designated Spokesperson shall communicate only with the specific attorney or attorneys handling those matters rather than utilizing the service under Telephone Consultation and Legal Research for that legal matter. This limitation is provided to facilitate the most effective representation of the Member.

2. The Services contained in this Contract are mutually exclusive and coverage will not be provided under more than one Service for any legal matter. Those covered may not secure services from the Provider Attorney for the same matter under more than one Company Contract, regardless of the number of such contracts owned.

3. Services for Letters & Phone Calls, Document Review and Collection Letters are limited to one-half of the amount provided within the Service for legal matters outside the state of the Member's principal place of business. An example would be 5 out of the 10 Collection Letters per month are available for collections outside the state of the Member's principal place of business.



Jeff Bell  
Chief Executive Officer