LegalShield℠

Dear Member:

In consideration of paying the membership fee and abiding by the terms and conditions of this Contract and any attached endorsements, the Covered Person will receive the herein contained Benefits. Such Benefits will be provided by attorneys designated by the Company, who are duly licensed, practicing attorneys (referred to as the Provider Attorney).

For consultation and advice, the Covered Person may call the telephone number listed on the membership card during regular office hours, except on holidays.

The Benefits available under this Contract may be used ten (10) days after the Effective Date of this Commercial Driver membership shown above. Any matters occurring prior to the end of the ten (10) day waiting period will be considered "Pre-existing Conditions" under the terms of this Contract.

In order to receive benefits under this Contract, the Covered Person must advise the Provider Attorney by telephone regarding receipt of the citation within three (3) business days after receipt of same. The Provider Attorney's office must have at least five (5) days before the court date to help with the benefits under this Contract.

Benefit I: Moving and Point Violations

If the Covered Person driving any Licensed Motor Vehicle, with the express consent and permission of the owner of said vehicle, is charged with a moving violation and a citation is issued, the Covered Person will be entitled to the following services from the Provider Attorney. To receive legal services under this Benefit, the Covered Person must be properly licensed.

- Defense in the court of original jurisdiction of all moving violations for which citations are issued.

Benefit II: Department of Transportation and Non-Moving Violations

The Covered Person is entitled to defense by the Provider Attorney for alleged violations on charges related to:

logbook	overlength	overweight
overheight	overwidth	no medical card
no motor carrier authority	load spillage	radar detector
hazardous material	expired inspection sticker	equipment violations
no placard	no insurance	permit violations

Benefit III: Tragic Accident

The Covered Person is entitled to defense in the court of original jurisdiction of any criminal charge of manslaughter, involuntary manslaughter, negligent homicide, or vehicular homicide arising from the permitted use of a Licensed Motor Vehicle. To receive legal services under this Benefit, the Covered Person must be properly licensed.

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

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Benefit IV: Loss of Driving Privileges

The Covered Person is entitled to a total of two and one-half (2 1/2) hours of attorney time, at no cost, in each of the following situations:

- When denied a driver's license, or license is cancelled, suspended or revoked by the Department of Public Safety or the Department of Motor Vehicles in a situation where right to appeal is provided by statute.
- When legal assistance is needed to reinstate or maintain a driver's license due to job-related matters.
- When legal assistance is needed to reinstate or maintain a driver's license due to medical reasons.

Benefit V: Personal Injury / Property Damage

If the Covered Person receives personal injuries or sustains property damages of $2,000 or less as a result of driving, riding in, or being struck by any motor vehicle or boat, the Provider Attorney will assist up to, but not including, the filing of a lawsuit to collect those damages. This assistance is limited to two and one-half (2 1/2) hours of attorney time per claim.

Benefit VI: All Other Transportation Related Legal Work

The Covered Person is entitled to request referral to an attorney for representation regarding transportation related matters, not otherwise covered in this Contract, arising out of the operation by the Covered Person of a commercial vehicle or a non-commercial vehicle, at a twenty-five percent (25%) discount of the attorney's standard rate. It is the Provider Attorney's sole discretion to determine what constitutes a transportation related matter. A retainer may be required by the attorney for services rendered subject to this discount. All determinations of anticipated costs shall be made at the sole discretion of the attorney providing representation to the Covered Person.

GENERAL PROVISIONS

All Benefits are a part of and are subject to all General Provisions of this Contract.

A. **Named Member:** The person executing this Contract, who shall be a natural person, is the "Named Member."

B. **Covered Person Shall Include:**

1. The Named Member.
2. The Named Member's spouse.

C. **Exclusions:**

1. Pre-existing Conditions are not covered under this Contract. Pre-existing Conditions under the terms of this Contract mean acts or occurrences that existed or conditions which were reasonably anticipated or foreseeable prior to the Covered Person's enrollment. Pre-existing Conditions are also defined as those acts which give rise to the issuance of a citation for a moving violation and which are alleged to have occurred prior to ten (10) days following the Effective Date of the Contract, even though the citation might not be issued until after ten (10) days following the Effective Date of the Contract.

2. The rights and privileges provided under any Benefit of this Contract other than Benefit VI shall not apply to those otherwise covered by this Contract if:

   a. They are charged as a result of the use of alcohol, intoxicants, controlled substances, chemicals or medicines, whether prescribed or not.

   b. The Covered Person is charged with Hit and Run, leaving the scene of an accident, or similar charges, or driving without a valid driver's license.

   c. The Provider Attorney determines any matter is raised an inordinate or unreasonable number of times without substantial change of circumstances.

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d. Any claim, defense, or legal position which, in the opinion of the Provider Attorney, will not prevail in court.

3. Any appeal of any decision and judgment of the court of original jurisdiction is excluded from coverage.

4. Fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds and any out-of-pocket expenses are the Covered Person's responsibility.

5. Any violation issued at a stop which is excluded will also exclude any violations otherwise covered. For example: the Covered Person is stopped for speeding and also charged with an alcohol related charge. Because these charges are excluded, the speeding ticket would not be covered.

6. All acts or omissions otherwise giving rise to coverage if such acts or omissions were performed in the commission of any crime under any municipal ordinance or state or federal statute, except as otherwise specifically provided for and covered under this Contract. This Exclusion does not apply to legal services provided under Benefit VI of this Contract.

7. Any person or entity who initiates or participates in a lawsuit against the Company or any of its affiliates, or is named as a defendant or respondent in a lawsuit initiated by the Company or any of its affiliates, shall be specifically excluded from receiving any of the services under any Benefit of this Contract during the pendency of such lawsuit or until its resolution.

8. Any action, proceeding or dispute between the Covered Person and the Provider Attorney.

9. Any criminal or civil charge against the Covered Person which arises as a result of the ownership, management or association with a business, partnership or corporation.

D. **Licensed Motor Vehicle:** Any properly licensed and insured motor vehicle.

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

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

G. **Provider Attorney:** The Provider Attorney is defined as the law firm designated by the Company to provide the benefits described in this Contract.

H. **Territory:** This Contract provides services within the United States.

I. **Effective Date:** The Effective Date is the date on the membership application or date the application is submitted to the Company via the Internet. The benefits available under this Contract may be used ten (10) days after the Effective Date.

J. **Eligibility Period:** The Eligibility Period begins on the Effective Date of the Contract and terminates immediately in the event of cancellation by the Company for fraud. Should the Named Member cancel the Contract, either in writing or by non-payment of membership fees, the Eligibility Period shall terminate on the date the membership is no longer paid current to the Company.

K. **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 (1) year thereafter, and each one (1) year period thereafter while this Contract is in force.

L. **The Company:** Any reference to the "Company" in this Contract refers to Pre-Paid Legal Access, Inc., and it affiliates, dba LegalShield.

M. **Attorney-Client Contract:** All legal services not specifically provided herein shall be subject to the terms of an Attorney-Client Contract to be executed by the Covered Person prior to the time services are rendered, which contract shall require payment of anticipated costs and payment of a retainer to the Provider Attorney to cover reasonably anticipated legal services not covered by this Contract. All determinations of retainers and anticipated costs to be incurred shall be made at the sole discretion of the Provider Attorney, and eligibility for receipt of benefits hereunder is contingent upon payment of same prior to commencement of legal representation by the Provider Attorney.

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N. **Attorney of Choice:** If the Covered Person wishes to secure the services of an attorney of his/her choice for any matter arising under this Contract, the Covered Person must contact the Provider Attorney before contacting the attorney of his/her choice. The Provider Attorney and the Attorney of Choice shall enter into a contract before services are rendered, such contract setting forth the fees to be paid by the Provider Attorney to the Attorney of Choice which fees shall be the normal capitated rate paid to the Provider Attorney. If the Attorney of Choice accepts such contract, the Covered Person will be responsible to the Attorney of Choice secured by the Covered Person for any charges other than those covered by the normal capitated rate paid by the Provider Attorney to the Attorney of Choice.

O. **Provider Attorney's Professional Judgment:** It is within the sole discretion of the Provider Attorney to determine whether claims or defenses pertaining to any matter under any Benefit of this Contract present a frivolous or otherwise unmeritorious claim or defense 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 regarding presentation of same. The Company will in no way influence or attempt to affect the rendering of professional services of the Provider Attorney, that prerogative being reserved by the Provider Attorney.

P. **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 declines to engage the representation secured by the Company, the Covered Person may engage an attorney at his/her own expense.

Q. **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 Named Member is unable, unwilling or incapable of accepting or understanding legal advice and services. The Company shall notify the Named Member in writing of any such cancellation. All benefits will automatically terminate at the end of the Eligibility Period. In the event of cancellation for misrepresentation or fraud, the Company shall notify the Named Member of its intention to cancel the Contract forty-five (45) days prior to the cancellation date. If the Contract is cancelled for non-payment of membership fees, the Company shall notify the Named Member ten (10) days prior to the cancellation date. The Named Member may cancel the Contract at any time by giving written notice to the Company. Upon written request, the Named 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 Named Member. In the event of cancellation by the Company only those events reported in writing to the Provider Attorney during the Eligibility Period are covered.

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 Covered Person 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 Covered Person files a claim or counterclaim against the Company or any of its officers, directors, employees or affiliates in any such arbitration, the Covered Person may do so only on an individual basis and not with any other member or as part of a class action. In the event that a provision of this Contract is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Contract will remain in full force and effect.

S. **Complaints:** The Covered Person has the right to file a complaint with the Bar Association in his/her state of residence.

T. **Application:** No statement made by the Named Member in his/her application for this Contract shall void this Contract or be used in any legal proceeding hereunder unless the application or an exact copy thereof is attached to this Contract.

U. **Duplication of Coverage:** A Covered Person may not secure services from the Provider Attorney for the same matter under more than one (1) Company Contract, no matter how many such contracts the Covered Person owns.

V. **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 accociate has authority to change the Contract or to waive any of its provisions. A forty-five (45) day notice will be given should there be any change in this Contract.

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W. **Reinstatement Procedure:** The Covered Person may reapply for this Contract after cancellation. The Company, at its option, may reinstate this Contract upon payment by the Covered Person of the appropriate fee without change in the Contract. Benefits are not available for any act or occurrence during the lapse period.

X. **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 Named Member will be given a forty-five (45) day written notice at the Named Member's address according to the records of the Company.

Y. **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.

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

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