



Dear Member:

As part of payment of the membership fee and abiding by the terms and conditions 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 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 allows 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. The Member 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 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 Member 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 Member that either a telephone call or a letter would be of further assistance 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 Member. 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 Member may submit for review any personal legal document of 15 pages or less relating to the consultation, in which the Member 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 Member 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 Member by telephone consultation on any areas of concern, 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 SERVICES, 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 telephone access to the Provider Attorney on a 24-hour per day basis by calling the emergency number on the membership card in order to consult with the Provider Attorney only 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 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 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 capacity regarding any minor child in the Member's custody or control.
3. The Member is involved in an automobile or motorcycle accident that results in bodily harm or physical injury.
4. The Member 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 Member on an immediate basis.

24/7 Emergency Access Exclusion:

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

ESTATE PLANNING SERVICES

A. Last Will & Testament. The Member 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. 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 Member 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 Member. The Member 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 Member 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. The Member 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 Member. The Member 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. The Member will be entitled to have a Directive to Physician/Living Will prepared which conforms to state law. Execution and storage of the document shall be the responsibility of the Member. The Member 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 Member, 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 Member 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 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 Attorney will provide the Member 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 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 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 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 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 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 available to 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 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 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. Assistance 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 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.
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 initiated 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 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. 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 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 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 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 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 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 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 the Contract, the Member may use the Provider Attorney for personal legal matters that are not otherwise provided by this Contract. The Member 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, 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 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 Provider 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.

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 and terminates immediately in the event of cancellation by the Company for fraud. In the event this Contract is cancelled, the Eligibility Period shall terminate on the date the membership is no longer paid current.

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 Services, Inc. dba LegalShield.

L. **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 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 any out-of-pocket expense.

3. The Member 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 this Contract, during the pendency of such lawsuit or until its resolution.

4. Any matter, issue, consultation, action, proceeding, 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.

M. 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 Member 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 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 the Services available under this Contract and the Provider Attorney has no duty or relationship beyond the specified Services.

N. 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.

O. 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.

P. 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/her Professional 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. 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. 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 period of the Contract. Any enrollment fees are considered earned when paid and will not be refunded should this Contract be cancelled. 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.

Q. 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 totally and finally by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association. 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 or as part of a class action.

R. 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.

S. Duplication of Coverage: The Member 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.

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: 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.

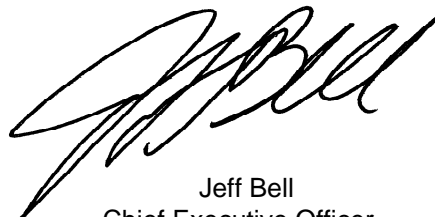
V. Change in Fees: The Company reserves the right to change the established membership fee for this membership. Changes in the membership fee will only occur after the current payment period has expired. Should the membership fee be changed, the Member will be given a 30 day written notice.

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 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.

Y. Release of Information: In order to facilitate customer service, the Member submitting a concern about a Provider Attorney authorizes the Provider Law Firm to disclose to the Company any and all communications between the Member and the Provider Attorney. Additionally, 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 Attorney to respond to a complaint.

Z. Adequate and Timely Notice: To be entitled to receive services under this Contract, the Member 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.

A handwritten signature in black ink, appearing to read 'JBell', is positioned above the printed name and title of the signatory.

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