

Fee for Services Attorney Agreement

Following is the Attorney Agreement (Agreement) between U.S. Legal Services, Inc. and the applicant Attorney.

Definitions as used in the Agreement and its addendums:

“Client” means a person who is entitled to Covered or Non-Covered legal services under a legal plan or an insurance policy administered by U.S. Legal Services, Inc. or an affiliate.

“Covered” means legal services for a Client that are paid either partially or in full by U.S. Legal Services, Inc. under a legal plan.

“Non-Covered” means personal legal services for which coverage is not paid by U.S. Legal Services, Inc.

“Plan Attorney” means an attorney who:

- (a) Is an active member of the State Bar in good standing;
- (b) Maintains a law office and is regularly engaged in the practice of law;
- (c) Maintains insurance coverage under a professional liability policy providing limits of not less than \$100,000 per incident and \$300,00 aggregate per year;
- (d) Is willing to provide at least a 33% reduction from the attorney’s normal rate on all non-excluded, Non-Covered legal matters;
- (e) Is willing to provide a free initial consultation to all Clients on Non-Covered legal matters;
- (f) Completes and delivers to U.S. Legal Services, Inc. a signed Application;
- (g) Is accepted as a Plan Attorney by U.S. Legal Services, Inc. as indicated by inclusion of the Attorney’s contact information in U.S. Legal Services, Inc.’s Attorney Directory either in print or online; and,
- (h) Has agreed to accept the Covered legal matters noted on his/her application or as updated on his/her U.S. Legal Services, Inc. profile.

“State Bar” includes the attorney regulatory body of any jurisdiction in which the attorney maintains an office for the practice of law.

Section 1. Obligations of a Plan Attorney

A. Notification of Change of Information or Status

Plan Attorney shall immediately notify U.S. Legal Services, Inc. of any change of address, telephone number, e-mail address, or any change of actual or impending circumstances that might affect his/her status as an attorney, including but not limited to, any lapse in the required insurance coverage, any change in the attorney’s licensing or State Bar standing, and any complaints filed with a disciplinary committee or State Bar of

any state or province. Plan Attorney shall update his/her U.S. Legal Services, Inc. profile so that it accurately reflects the legal matters, whether Covered or Non-Covered, that he/she will accept.

B. Representation

Plan Attorney must accept each Client who requests services or who is referred to him/her and give that Client prompt professional service. Nevertheless, the Plan Attorney may reject a Client on reasonable grounds, which grounds may include referral of a legal matter not noted by the Plan Attorney on his/her application or updated U.S. Legal Services, Inc. profile. The Plan Attorney will not reject any Client as a result of the amount of fees Plan Attorney may receive under the terms of the program.

Plan Attorney will not withdraw from representation until he/she has taken reasonable steps to avoid foreseeable prejudice to the rights of his/her Client. The Plan Attorney will allow time for employment of other counsel, deliver all papers and property to the Client that they are entitled to receive, and comply with all applicable laws and rules.

If Plan Attorney rejects an eligible Client or withdraws from further representation of an eligible Client, Plan Attorney will promptly report to U.S. Legal Services, Inc. the reason for the rejection or withdrawal. (The Plan Attorney will encourage the Client to call U.S. Legal Services, Inc. regarding further eligibility for services.)

If Plan Attorney does not feel he/she has the expertise required to assist a Client or feels that referral to another attorney is necessary to best serve the interests of the Client, Plan Attorney must inform the Client to call U.S. Legal Services, Inc. regarding their coverage rather than referring the Client to another attorney.

If the Plan Attorney determines that the matter for which the Client is seeking assistance is a Covered matter, and the Plan Attorney has not indicated in his/her application or updated U.S. Legal Services, Inc. profile that he/she handles Covered matters, then he/she will refer Client to U.S. Legal Services, Inc. for coverage information. Before undertaking representation of a Client where the Client will be charged by the Plan Attorney, the Plan Attorney will ensure that the matter is Non-Covered and then will charge the Client only the appropriate reduced rate.

Plan Attorney is not to accept representation regarding any actions, proceeding, dispute or any matter against: U.S. Legal Services, Inc., the policyholder, the client's employer, the client's employee benefit plan providers or any vendor providing services to client's employer-provided benefit plan regardless of who is paying for that representation.

Plan Attorney shall defend, indemnify and hold U.S. Legal Services, Inc. and Plan Sponsors harmless from any and all liability or alleged liability which may arise out of

the acts or omissions of the Plan Attorney in the performance of services and carrying out his/her obligations to Clients. “Liability” shall include, without limitation, any and all costs and expenses incurred, including reasonable attorney’s fees and court costs. “Alleged Liability” shall include any and all claims and demands.

C. Records

Plan Attorney will keep accurate and current books and records concerning each eligible Client advised or represented, the subject on which advice was given or representation offered or provided, the length of any conferences, the amount of time spent by the Plan Attorney in providing advice or representation, the disposition of the matter, and any charges made to the eligible Client for legal services other than Covered services. Each Plan Attorney shall make such books and records available to U.S. Legal Services, Inc. at reasonable times. Nothing in the Agreement shall require Plan Attorney to reveal any confidential attorney-client information. Plan Attorney acknowledges that U.S. Legal Services, Inc. may have a fiduciary and/or regulatory obligation to access information within Client files to adequately administer payments under insurance ERISA qualified legal plans and, to the extent that Client interests are not prejudiced by doing so, agrees to seek waivers from Clients, where necessary, to assist U.S. Legal Services, Inc. to meet these obligations.

D. Publicizing Status

Plan Attorney will not promote or publicize his or her status as a Plan Attorney, except as permitted by U.S. Legal Services, Inc. and the Code of Professional Responsibility of the State Bar. U.S. Legal Services, Inc. assumes no obligation for publication, referral or promotion of attorney’s status as a Plan Attorney.

Section 2. Obligations of U.S. Legal Services, Inc.

A. Referral

Plan Attorneys are not part of a referral system. Procedures for informing Clients of the availability of Plan Attorneys to provide services under U.S. Legal Services, Inc.’s legal plans shall comply with the Rules of Professional Conduct.

B. Representation of Other Persons

Each Plan Attorney shall be free to serve persons other than Clients, as defined in the agreement, and to otherwise conduct his/her practice of law without the interference or control of U.S. Legal Services, Inc.

C. Sharing compensation

No third party (other than a partnership or legal service corporation of which a Plan Attorney is a member) will receive any part of the fees paid to Attorney for furnishing legal services pursuant to any legal plan referred to above, except as to legal work which is shared with another attorney.

D. Interference

Neither U.S. Legal Services, Inc. nor any other third party shall interfere with or control the performance of the duties of Plan Attorney to the Client.

Section 3. Legal Service Fees

A. Payment for Non-Covered Services

Each Plan Attorney shall provide Non-Covered legal services under the program with a free initial consultation and with at least a 33% reduction and will calculate that reduction from his/her normal rates. The Plan Attorney agrees to cooperate with U.S. Legal Services, Inc. by providing information on his/her normal rates. The Plan Attorney certifies that the fee he/she charges a U.S. Legal Services, Inc. Client is truly a reduction from his/her normal fee for similar matters. The Plan Attorney also agrees to notify U.S. Legal Services, Inc. immediately should his/her rate change. Plan Attorney represents and warrants that the normal and reduced rate information supplied by Plan Attorney to U.S. Legal Services, Inc. is accurate, and that any changes thereto will be promptly communicated to U.S. Legal Services, Inc. and shall apply only to Clients who contract for services subsequent to the posting of such changed rates with new matters. Plan Attorneys who provide services under the reduced rate program shall be paid directly by the Client. U.S. Legal Services, Inc. will not be responsible for any fees or their collection under this program.

Plan Attorneys shall be allowed to bill Client subject to the exclusions, rules and conditions of payment in the following documents: this agreement and the plan descriptions. The Agreement limits the terms of payment and the maximum fee that may be billed to Clients by Plan Attorneys for services rendered. Wording of specific plans or policies shall determine exclusions.

B. Payments for Covered Services

Each Plan Attorney shall accept the amounts listed in the fee schedule as payment in full for Covered services to Clients and shall make no additional charges to the Client for attorney's fees unless the plan description allows. To the extent that benefits do not provide for filing fees, court costs, reporters' fees and other miscellaneous costs in any proceeding, a Plan Attorney is entitled to obtain reimbursement from the Client for such out-of-pocket expenses. Covered services may not be combined for any one matter to increase maximum fees.

Plan Attorneys who provide Covered services under the program shall be paid directly by U.S. Legal Services, Inc. upon submission of claims in acceptable form. Plan Attorneys shall be paid subject to the exclusions, rules and conditions of payment in the following documents: this Agreement, the reimbursement or fee schedule, and the plan descriptions. This Agreement limits the terms of payment and the maximum fee that may

be received by a Plan Attorney for services rendered to beneficiaries of U.S. Legal Services, Inc. plans. Wording of specific plans or policies shall determine exclusions, coverage limitations and eligibility of Clients for Covered services.

Under no circumstances shall a Plan Attorney seek payment from a Client for Covered services that are provided under a U.S. Legal Services, Inc. plan or policy on a paid-in-full basis.

C. Fee Agreement

This Agreement takes precedence over any other fee agreement between the Plan Attorney and Client.

Each Plan Attorney shall provide U.S. Legal Services, Inc. Clients with a written fee agreement for Non-Covered matters. Under no circumstances shall a Plan Attorney seek payment from a Client for Covered services that are provided under a U.S. Legal Services, Inc. plan or policy on a paid-in-full basis.

In the event that a plan sponsor terminates its relationship with U.S. Legal Services, Inc. prior to the conclusion of a Covered or Non-Covered representation and that legal matter was initiated prior to the date such termination became effective, the Plan Attorney will continue to provide services in accordance with the pre-termination coverage terms until the conclusion of the legal matter.

Section 4: Additional Terms

A. Termination

An attorney's status as a Plan Attorney may be terminated at any time by Attorney or by U.S. Legal Services, Inc. Such notice shall be in writing, and become effective upon receipt by the other party.

In the event of expulsion, resignation or withdrawal, the Plan Attorney will still be bound by the obligations specified in the Agreement with respect to completion of legal services undertaken before expulsion or resignation and payment for such services. The Plan Attorney will not undertake representation of additional Clients without first informing them he/she is no longer a member of the U.S. Legal Services, Inc. network.

B. Amendment

This Agreement, the Fee Schedule, specific Policy Exclusions and Plan Descriptions incorporated herein are subject to revocation, amendment or other modification at any time by U.S. Legal Services, Inc., but any such revocation, amendment or modification shall not abridge rights accrued or obligations incurred prior thereto.



C. Arbitration

Any dispute or disagreement arising out of the interpretation of this Agreement or out of the transactions covered by this Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association as shall be in effect at the time of such dispute. Such arbitration will be held in Florida unless a mutually agreed upon alternate site is selected. The issues presented will be decided by a Board of Arbitration or Arbitration Panel that shall be appointed and shall act in the following manner:

- Within thirty (30) days following notification by either party to this Agreement to the other of its intention to arbitrate, each party shall nominate an arbitrator. Should either party fail to nominate an arbitrator within the time prescribed, the other party shall nominate both arbitrators.
- Within thirty (30) days after both arbitrators are nominated, those arbitrators shall select an umpire. If they are unable to agree upon an umpire, then both sides shall submit three names of potential umpires and the umpire shall be drawn by lot.
- The moving party shall submit its claim within ten (10) days after the appointment of the Board of Arbitration, and the responding party shall submit its reply within thirty (30) days after receipt of the moving party's claim.
- The Board of Arbitration may, at its sole discretion, hold a hearing on the issues presented. The Board is relieved of any judicial formality and its decision shall be final and binding upon the parties. The Board will render a written award or decision subscribed to by at least two (2) of its members. Judgment upon the award of decision of the Board may be entered by any court of competent jurisdiction.
- Each party will bear the expenses of its arbitrator and will share equally with the other party the expenses of the umpire and of the arbitration.

D. Non-Waiver

The failure of either party to enforce strict compliance with this Agreement, in whole or in part, or to exercise any right hereunder, shall not constitute a waiver of any rights herein contained and shall not be held to constitute a course of conduct or waiver of a subsequent breach of that or any other provision.

E. Effect of Invalid or Unenforceable Provision

If any provision of this Agreement is held to be invalid or unenforceable by reason of conflict with applicable law or regulation, the Agreement will be considered amended to



the minimum extent necessary to give effect to the balance of the Agreement as if the offending provision(s) were not present.

F. Governance

This Agreement has been entered into and shall be governed for all matters concerning validity, performance and interpretation under the laws of the State of Florida.

Attorney’s Certification

By signing the Attorney Application, I certify my agreement to be bound by the terms of the U.S. Legal Services, Inc. Attorney Agreement, Reimbursement Fee Schedule, Plan Descriptions, Specific Plan and Policy Exclusions and any subsequent revisions thereof.

Signed and agreed to this _____ day of _____, 20_____ at Jacksonville, Florida.

Marie M. Forbes/U.S. Legal Services, Inc.
by its authorized official

Signature: _____
P.A., by its authorized official

Printed Name: _____

Federal ID No.: _____

or

Social Security Number: _____