

## Policies and Procedures

We at LegalShield, believe that our business should be conducted in an ethical, honest, and fair manner, using the "Golden Rule" as a basic principle in all business activities. We expect our Associates to present our products/services in an honest and truthful manner, with dignity, always conscious of the reputation and integrity of LegalShield and its Associates.

**1** An Associate is an independent contractor and does not have a franchise, distributorship or other exclusive right to sell arrangement with LegalShield. LegalShield reserves the right to accept or reject any Associate Agreement in its sole discretion. An Associate is not an employee for federal tax purposes or any other purposes. An Associate is neither an agent, partner, nor involved in a joint venture with LegalShield. The Associate will be responsible for all costs or liabilities incurred by the Associate in the sale and/or distribution of all LegalShield products/services. The Associate shall not enter into any agreements or make any purchases in the name of, or on behalf of, LegalShield.

**2** An Associate at his/her own expense (if any) shall be responsible for the filing of any and all reports required by local law or public authority with respect to the sale of any products/services marketed by LegalShield and shall abide by any and all federal, state, county, and municipal laws, rules, regulations, and ordinances with respect to all sales. The Associate is responsible for providing LegalShield his/her Social Security number or Federal Tax Identification number for tax reporting purposes.

**3** An Associate does not have the authority to waive, change, or modify a LegalShield product or service in any way. Furthermore, no modification of any service is binding upon LegalShield unless authorized in writing at the corporate offices of LegalShield by an authorized officer of the Home Office.

**4** Regarding advertising:

(a) Only advertising and promotional material that is pre-printed, pre-approved, and properly licensed by LegalShield may be purchased or used in the promotion or sale of LegalShield products/services. An Associate agrees to pay for all supplies and marketing materials needed.

(b) An Associate may not contact prospects by using auto dialers, unsolicited telemarketing, unsolicited advertisements to fax machines and/or any other method prohibited by applicable federal or state law.

In addition, an Associate initiating the transmission of unsolicited commercial electronic mail (spam), agrees to comply with all LegalShield policies regarding such advertising, as well as to applicable state and federal laws governing such transmissions.

(c) Any Associate sponsored website shall comply with these policies and any other policies of LegalShield relating to Associate websites.

**5** There are no territory exclusives. Any Associate may sell products/services in any state in which LegalShield is authorized to do business, except in those states where an insurance or other license or appointment is required unless the Associate meets those requirements. However, an Associate may recruit other Associates in any state in which LegalShield is authorized to do business, provided the prospective Associate is properly licensed in that state if so required for the sale of products/services.

**6** The Associate and the Associate's spouse and the Associate's children, will normally be regarded as one Associate for purpose of placement, downline or lineages. However, a spouse, may complete a separate Agreement (and submit the necessary fee), provided the Agreement is sponsored by the same person or entity. In the event of a dispute, the Applicant is the responsible party for all income as well as information on the account.

**7** The accepted practice is for a new Associate to be sponsored by the first person who contacted him/her regarding a particular LegalShield product/service. LegalShield will continue to support this practice. However, the relationship as to who sponsored the new Associate will be determined by the first completed Associate Agreement processed by LegalShield for that particular product/service.

**8** The identity of an Associate's downline is confidential, proprietary information that belongs to LegalShield. The Associate may not disclose the identity of the downline to third parties and may not use the information for any purpose other than promoting LegalShield during or after his or her relationship with LegalShield. In addition, the Associate shall not disclose to any person other than LegalShield any non-public information concerning members he/she acquires in connection with processing of membership applications.

**9** A change in the relationship between sponsor and Associate may be made by an active Associate filing a written resignation with the LegalShield product/service and remaining inactive in the product/service for the specified time frame. After that time, the Associate may be re-sponsored by a different person or entity by paying the appropriate fee. Resignation time frames range from six months to one year. Any sponsor change will result in the Associate losing his/her current level in the marketing plan and any downlines in place.

**10** The Associate Agreement and all rights and responsibilities thereunder may be passed by an Associate upon death by will, trust or other appropriate and legally executed provision. If there is no will or other instrument providing otherwise, LegalShield will deem the rights of this Associate Agreement to be held by (i) the Associate's spouse identified on the agreement; or (ii) if no spouse as provided by the law of distribution. In any transfer of the Associate Agreement, any outstanding debit balance of the deceased Associate at the time of death will be charged back against earned commissions, including renewals.

**11** An Associate may wish to sell his/her organization to another Associate. However, an Associate may not sell his/her organization in the first 12 months he/she is an Associate. After the first 12 months, the sale of an organization is permissible provided that a) LegalShield is notified of the sale and agrees in writing to the sale and to the effective date of the sale, b) LegalShield is provided a new tax identification number to which future income is reported, c) the appropriate fee is paid, and d) the selling and purchasing Associates comply with any other LegalShield policies relating to sales. Policies relating to sales are available from the Home Office of LegalShield.

**12** An Associate Agreement with LegalShield may be terminated as follows: (a) At any time upon written notice by the Associate; (b) By LegalShield, in its sole discretion, with thirty (30) days written notice to the Associate if the level of persistency of the Associate's business remains below a level considered by LegalShield to be acceptable; (c) Immediately by LegalShield for actions or statements by an Associate which LegalShield, in its sole discretion, determines to be contrary to the Company's best interests, including without limitation, if an Associate (i) violates the terms of the Associate Agreement or these Policies and Procedures as in effect from time to time; (ii) misrepresents the Company's name or any products or services; (iii) violates any other LegalShield policy; (iv) solicits memberships by using the name of the Provider Attorney firm; makes product or service claims or earnings claims contrary to any Company material; (v) reveals any LegalShield trade secrets or confidential and proprietary information, including without limitation names of Associates, members or corporate accounts or business plans or strategies; (vi) calls on an existing group account assigned to another associate, interferes with an existing group account's servicing schedule, or takes any action contrary to the interests of the group account. (d) By LegalShield when an Associate fails to meet the continuing qualification requirements outlined in # 15 below. An Associate who terminates his/her Associate Agreement or who is terminated by LegalShield will, effective on the date of termination, no longer be entitled to any bonuses or commissions, including renewals, advanced or earned, personal or downline. Associate fees will not be refundable unless the Associate Agreement is terminated by the Associate within the first 5 days after the effective date, so long as the Associate has not sold any members or recruited any other Associates.

**13** Advance commissions for sales produced by the Associate or in the Associate's downline shall be paid only when sales of LegalShield products/services have occurred, and shall be earned only as fees on LegalShield products/services are received by LegalShield. LegalShield reserves the right, in its sole discretion, to change commission advance rates, pay commissions on an as-earned basis or to place commissions on hold on an individual or overall basis. Any sums advanced to the Associate shall create a debit balance which will be a loan to the Associate from LegalShield. This balance will normally be repaid by withholding earned commissions, including renewals, but the Associate is liable for repayment upon demand by LegalShield. An Associate may request commissions be paid on less than a 100% advance basis. Advance commissions are made in connection with the business of selling LegalShield products or services and the Associate agrees that they are not for the Associate's personal, family or household purposes.

**14** Any and all Associate accounts, including joint accounts and accounts of a related business entity of the Associate, shall be considered as one account for debit balances.

**15** So long as the Associate Agreement is in effect, an Associate will continue to receive commissions on a product/service line only so long as he/she produces at least three personal sales in the product/service line each quarter of the calendar year or maintains a personal membership. After qualifying for forty (40) quarters through the personal sales criteria, the Associate will be qualified in that product/service until the Associate Agreement is terminated. An Associate is not required to maintain a personal membership but may do so if desired for purposes of this section.

**16** Group accounts are the property of LegalShield and may be assigned to another Associate. Best efforts will be made to honor and preserve group accounts secured by an Associate. The Company reserves the right and authority, in its sole discretion, to reassign or reaffirm any Associate on a group account, for reasons, including but not limited to the following:

(a) when servicing is one year or more delinquent;

(b) when no new memberships are written in a given period; except when 60% or more of the eligible employees are enrolled in a plan;

(c) when disputes arise between one or more Associates regarding a group account; or

(d) when, LegalShield determines, in its sole discretion, that the servicing of the group is inadequate.

**17** Advance and earned commission percentages on groups with more than 300 members will be determined on an individual basis by LegalShield.

**18** LegalShield reserves the right, in its sole discretion, at any time to no longer accept new membership sales or Associate recruitments from any Associate, or credit you with any new organization activity, and to adjust or change any compensation plan and incentive program at any time without prior notice. LegalShield may, in its sole discretion, add, change or terminate any services offered by LS to any or all Associates at any time, in whole or in part, including but not limited to supplies, communications, newsletters, eservices, voice response systems or website services.

**19** No LegalShield products or services may be sold or offered in combination with any other product or service without prior written approval from an authorized officer of LegalShield. An Associate may not sell or offer to sell any legal service plan or product, or identity theft product other than LegalShield products or services without prior approval from an authorized officer at the Home Office. Insurance professionals offering products (e.g. auto/life/home insurance) which contain ancillary identity theft services are exempted from the "Identity Theft product" rule above, providing no "stand-alone" Identity Theft product is offered.

**20** An Associate may not proselytize, recruit or solicit in any manner any LegalShield Associate, including without limitation his or her first line, into any other company or organization during the term of the Associate Agreement and for 2 years after the date of any termination hereof.

**21** The failure of LegalShield to insist upon strict compliance with any of the Policies and Procedures herein shall not be deemed to be a continuous waiver in the event of any future breach or waiver of the Policies and Procedures. In the event of any conflict or inconsistency between these Policies and Procedures and any other marketing materials of LegalShield, including the Success Guide, these Policies and Procedures shall control.

**22** In the event that a provision of the Associate Agreement or these Policies and Procedures 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 Agreement and Policies and Procedures will remain in full force and effect.

**23** The Associate Agreement and Policies and Procedures will be governed by and construed in accordance with the laws of the State of Oklahoma. The Associate Agreement and Policies and Procedures constitute the entire agreement between the Associate and LegalShield and no amendment may be made, either written or oral, without the signature of an authorized LegalShield officer, provided that these Policies and Procedures may be amended from time to time by LegalShield by publication in a means reasonably available to Associates generally, including publication in periodic communications to Associates or on the LegalShield website. All disputes and claims related to LegalShield, the Associate Agreement, these Policies and Procedures and any other LegalShield policies, products and services, the rights and obligations of an Associate and LegalShield, or any other claims or causes of action between the Associate or LegalShield or any of its officers, directors, employees or affiliates, whether statutory in tort in contract or otherwise, shall be settled totally and finally by arbitration in Oklahoma City, Oklahoma, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. However, Associate understands and expressly agrees that LegalShield may seek a temporary restraining order and/or preliminary injunction in state or federal court to maintain the status quo pending determination of the dispute. If any Associate files a claim or counterclaim against LegalShield or any of its officers, directors, employees or affiliates in any such arbitration, an Associate shall do so only on an individual basis and not with any other Associate or as part of a class action. Judgment on any award may be entered in the Pontotoc County District Court or in the United States District Court for the Eastern District of Oklahoma. The Associate consents to the jurisdiction and venue of such arbitration and such courts.