



GENERAL AGENCY AGREEMENT – 48%

THIS AGREEMENT made and entered into by and between LegalShield ("LS") and _____ ("General Agency").

PARAGRAPH ONE: Authority of Agent

(A) SOLICIT APPLICATIONS. The General Agency is authorized on a non-exclusive basis to solicit membership applications and associates for LS; provided, however, in states that require a license to solicit and/or sell, the General Agency and any subagents of the General Agency shall not be so authorized until they are duly licensed and appointed, where required, by LS to solicit applications. See attached exhibit for summary of licensing requirements. LS reserves the right at any time to reject any or all new membership applications or new associate recruitments from the General Agency.

(B) INDEPENDENT CONTRACTOR. The relationship of the General Agency to LS shall be that of an independent contractor and nothing contained herein shall be construed as creating an employer-employee, partner or joint venture relationship or any other relationship other than that of an independent contractor.

(C) UNAUTHORIZED ACTS. The General Agency is not authorized to make any contract or incur any obligations in the name of, or on behalf of LS. The General Agency shall not make, modify or amend any application for membership or membership contract or extend the time for making any payment which may become due on any membership, nor waive any of LS's rights or privileges under its policies or applications.

(D) The General Agency shall have no authority other than that expressly granted herein, and no forbearance or neglect on the part of the LS shall be construed as a waiver of any of the terms of this Agreement or imply the existence of any authority not expressly granted herein.

PARAGRAPH TWO: Duties of General Agency

(A) FORWARD APPLICATIONS. The General Agency shall promptly forward all membership applications solicited by it to LS's home office.

(B) FORWARD MEMBERSHIP FEE. If the General Agency collects any membership fee that may be due with the application, the General Agency shall promptly remit the same to LS along with the applications.

(C) PAY EXPENSES. The General Agency shall be solely responsible for and shall pay all expenses incurred by it in connection with the solicitation, sale and distribution of memberships offered for sale through the General Agency.

(D) PAY INCOME TAXES. The General Agency shall be solely responsible for reporting and paying any federal or state income taxes resulting from sales commissions paid to it and to pay any and all licenses and bond fees and fees or taxes required by any state, local or municipal law for the right to solicit or sell memberships covered by this agreement.

(E) OBTAIN LICENSES. The General Agency shall also be responsible for obtaining and renewing any such licenses from year to year that any state may require for soliciting applications for memberships offered for sale through the General Agency. This Agreement is to take effect only upon the issuance of a valid license to sell if so required by the state of the General Agency's location. If such license is not issued within sixty (60) days, this Agreement shall be void without ever having taken effect. A non-resident license may be obtained at the discretion of the General Agency if the state will issue a non-resident license.

(F) DELIVER MEMBERSHIP FEES AND MONIES. If the General Agency collects any amounts due to LS, the General Agency shall promptly deliver to LS all premiums, receipts, negotiable papers and monies due LS. The General Agency agrees to and does hereby become responsible for all monies collected by the General Agency under the terms of this Agreement.

(G) USE ONLY APPROVED MATERIALS. The General Agency shall use only promotional material and printed matter which has been officially and specifically approved in writing or published by LS for use in the solicitation of applications. LS shall provide membership brochures and enrollment forms at no charge in amounts justified by the General Agency's performance history.

(H) SERVICE ACCOUNTS. The General Agency shall service all group accounts that it initially solicits or that are assigned to it by LS. It is understood that the General Agency has the absolute right to designate who will call upon and solicit additional applications from persons within group accounts unless the account is reassigned by LS based upon the guidelines set forth below. The General Agency hereby acknowledges that any such group account serviced or enrolled is the sole property of LS.

Writing Agent Requirement for Servicing Groups:

(1) Every time a new group account is appointed to or established by the General Agency, the agent designated by the General Agency (servicing agent) to service that account will visit or contact the account within thirty (30) days, preferably at the time the account receives the first billing, to assist and instruct the account in the proper procedures of administration of the group membership plan.

(2) The servicing agent will visit or contact the group account at least every six months to personally service the group account and report the status of the group account to LS each time.

(3) The servicing agent must contact the group account every time notified of an existing problem in the account and report results to LS.

(4) Failing to comply with each of the requirements outlined in subparagraphs 1 through 3 above, or otherwise failing to adequately serve any group account, as LS may determine in its sole discretion, will permit LS to reassign the group account to another agent.

(I) COMPLIANCE WITH LAWS. The General Agency shall abide by any and all federal, state, county and municipal laws, rules, regulations and ordinances with respect to all solicitation or sales of the memberships. The General Agency is responsible for providing LS its social security or tax identification number for tax reporting purposes.

(J) SUPERVISE EMPLOYEES AND AGENTS. General Agency shall cause its employees, agents and subagents to comply fully with the terms of this Agreement and shall be responsible to LS for any failure of such persons to so comply.

PARAGRAPH THREE: Duties of LegalShield

(A) PAY COMMISSIONS. LS shall be responsible for payment of all commissions on memberships offered for sale through the General Agency. On memberships issued upon applications submitted by the General Agency and as full compensation for its services, a sales commission advance (to be made in accordance with Paragraph Five) shall be paid on the receipt of initial membership fees paid to LS. Commission shall be payable according to the Schedule of Commissions attached hereto. LS reserves the right to make changes in the Schedule of Commissions from time to time, but any change shall not affect commissions due or to become due to the General Agency on memberships issued with an effective date prior to the date such change becomes effective.

(B) CHARGEBACKS. All commissions which have been advanced and are not earned by reason of termination of a membership are subject to being charge backed to the General Agency upon termination of the membership and will reduce future commission advances and commission earnings.

PARAGRAPH FOUR: Term of Agreement

The initial term of this Agreement shall be for a period of two years and shall automatically renew for successive one year terms unless terminated by either party by giving notice to the other party at least 30 days prior to the end of the term.

PARAGRAPH FIVE: Advancement of Commissions or Expenses

Commission for any memberships offered through the General Agency shall be earned only as premiums are earned in the due course of business. Any commissions advanced to the General Agency shall create a liability to LS on the part of the General Agency ("Debit Balance") to be reduced by earned commissions or payable upon demand. Earned commissions shall first be

applied to any outstanding Debit Balance and are payable to General Agency only after all sums advanced have been repaid.

PARAGRAPH SIX: Prohibited Conduct

The General Agency shall not engage in any of the following Conduct:

- (A) Directly or indirectly induce, or attempt to induce, other agents of LS to leave its service during the term of this Agreement and for a period of two years after any termination; or
- (B) Directly or indirectly induce, or attempt to induce, any membership holder of LS to relinquish their membership during the term of this Agreement and for a period of two years after any termination; or
- (C) Directly or indirectly divulge to any person, the names of LS membership holders;
- (D) Personally solicit or supervise, or direct the solicitation of, applications for any other prepaid legal service company to any individual or to persons within any group accounts of LS during the term of this Agreement and for a period of two years after termination;
- (E) Disclose the identity of the General Agency's organization to any other person or use such information for any purpose other than promoting LS either during or after termination of this Agreement.

PARAGRAPH SEVEN: Termination of Agreement

(A) TERMINATION BY LS. LS shall have the right to terminate this Agreement:

- (1) Immediately, if the General Agency wrongfully withholds any funds, memberships, premium receipts, vouchers or other property belonging to LS or to an applicant for membership;
- (2) Immediately, for actions or statements by General Agency or any of its authorized subagents which LS, in its sole discretion, determines to be contrary to its best interests, including without limitation, if General Agency violates the terms of this Agreement, misrepresents LS's name, solicits memberships by using the name of any provider attorney firm, makes product/service claims or earnings claims contrary to LS's marketing material or policies, reveals any LS trade secrets, including without limitation, names of associates, members or group accounts;

(B) TERMINATION. The General Agency may terminate this contract at any time upon written notice to LS.

(C) CONSEQUENCES OF TERMINATION. If this Agreement shall be terminated, then General Agency shall no longer be entitled to any bonuses or commissions, including renewals, advanced or earned, personal or organization and any Debit Balance outstanding shall be immediately payable to LS. The provisions of Paragraph Six, Eight and Nine shall survive any termination of this Agreement.

PARAGRAPH EIGHT: Indemnification

General Agency hereby agrees to indemnify and keep indemnified, defend, save and hold harmless LS and affiliated companies, their directors, officers, agents and employees, from any and all claims, demands, losses, damages, actions and causes of action, including, without limitation, all expenses, costs and reasonable fees and expenses of attorneys that LS, its directors, officers, agents or employees at any time and from time to time may sustain or incur by reasons of General Agency's failure to abide by the provisions of this Agreement or arising or resulting from any negligent acts or omissions of General Agency or its agents, officers or employees.

LS hereby agrees to indemnify and keep indemnified, defend, save and hold harmless General Agency and its agents from any and all claims, demands, losses, damages, actions and causes of action, including, without limitation, all expenses, costs and reasonable fees and expenses of attorneys that General Agency, its directors, officers, agents or employees at any time and from time to time may sustain or incur by reason of LS's failure to abide by the provisions of this Agreement or arising or resulting from any negligent acts or omissions of LS or its officers or employees.

PARAGRAPH NINE: Miscellaneous

This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma.

This Agreement constitutes the entire agreement between the General Agency and LS and no amendment may be made, either written or oral, without the signature of an authorized home office officer of LS.

All disputes or claims relating to LS, this Agreement and any other LS policies, products and services, the rights and obligations of the General Agency and LS or any other claims or causes of action between the General Agency or LS or any of its officers, directors, employees or affiliates, whether in tort or contract, shall be settled totally and finally by arbitration in Oklahoma City, Oklahoma in accordance with the Commercial Arbitration Rules of the American Arbitration Association, including the optional rules for emergency measures of protection. If the General Agency files a claim or counter-claim against LS or any of its officers, directors, employees or affiliates in any such arbitration, the General Agency shall do so only on an individual basis and not with any other general agency or sales associate of LS or as a part of a class action. Judgment on any award may be entered in the Oklahoma County District Court or

in the United States District Court for the Western District of Oklahoma. The General Agency hereby consents to the jurisdiction and venue of such arbitration and such courts.

In the event that a provision of this Agreement 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 this Agreement will remain in full force and effect.

The failure of LS to insist upon strict compliance with any of the provisions of this Agreement shall not be deemed to be a continuous waiver in the event of any future breach or waiver of this Agreement.

PARAGRAPH TEN: Assignment

This Agreement may not be assigned, whether voluntarily or by operation of law, by the General Agency without the consent of LS, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures, all as of this _____ day of _____, _____.

GENERAL AGENCY

By: _____

Title: _____

Tax ID#: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____
(Area Code) (Number)

FAX NUMBER: _____
(Area Code) (Number)

General Agency wishes to be paid as earned: _____ YES _____ NO

General Agency wishes to be advanced as follows:

_____25%, _____50%, _____75%, or _____100%

LegalShield

By: _____

Title: _____

LegalShield
General Agency Commission Structure

All commission amounts are expressed as a percentage of the annual membership fees paid by the individual member and are amounts paid to the General Agency as the writing agent.

Amounts shown are the commission percentages applicable to LS's standard plan memberships, business plans and the standard identity theft plan. Commission percentages for specialty plans may vary from the percentages shown. Percentages shown represent the total amount of commissions available including the indicated bonus level.

All commissions will be advanced at the "Base Level" unless the General Agency qualifies for a "Bonus Level". The General Agency will qualify with membership sales processed in one month to be paid the "Bonus Level" on memberships processed during the next calendar month. Qualification for "Bonus Levels" is based on membership sales, (not production counters). A membership is a new legal plan membership or stand-alone identity theft plan. If an individual has any plan active with the Company (or has had an active plan of any type within the last six months) the plan is not a new membership.

First year commissions are the commissions advanced for the first 12 months of the membership life. Renewal commissions are earned in all months thereafter. Renewals vary depending upon the commission (bonus) level achieved by the General Agency and the Monthly Retention Rate of all memberships sold in a given calendar month through the General Agency or any other entity sponsored by the General Agency.

Renewals are amounts the General Agency will earn on memberships that "renew" or continue paying after the first 12 months of the life of the membership. Since the General Agency receives a commission advance amount representing commissions for the first 12 months of payments made, all additional payments made by the member after month 12 represent renewal payments. The General Agency will begin earning renewals beginning with the member's 13th payment. Renewal earnings for months 13-15 are applied in month 16 (cumulative), after a three month evaluation period. All earnings will first be applied to any outstanding Debit Balance.

Once the Debit Balance is recovered, future earnings will be paid to the General Agency.

The Monthly Retention Rate of the memberships will be calculated by dividing the active memberships for a given production month by the total number of memberships originally processed during that month. The Monthly Retention Rate will be determined at the end of the 15th month for each production month and will thereafter remain the same fixed amount for the remaining life of memberships processed that month.

First Year Commission Levels – Legal Plan (Under 2,000 EEs) & Identity Theft Plans						
	Base Level	Bonus Level 2	Bonus Level 3	Bonus Level 4	Bonus Level 5	Bonus Level 6
Sales per month	Below 50	50-74	75-99	100-124	125-149	150+
Advance	48.0%	58.4%	60.7%	62.3%	63.6%	64.2%
Example: The General Agency processes 50 sales in the month of June. All 50 sales will be paid at 48% of the annual membership fees for each membership processed. In July all memberships processed will be paid at Bonus Level 2, or 58.4%, of the annual membership fees for each membership processed.						
Annual Renewal Commissions – Legal Plan (Under 2,000 EEs) & Identity Theft Plans						
Monthly Retention Rate	Base Level	Bonus Level 2	Bonus Level 3	Bonus Level 4	Bonus Level 5	Bonus Level 6
Up to 55%	3.02%	3.67%	3.81%	3.91%	3.99%	4.03%
56% to 65%	6.04%	7.34%	7.63%	7.83%	7.99%	8.07%
66% to 75%	9.05%	11.02%	11.44%	11.74%	11.98%	12.10%
76% to 85%	12.07%	14.69%	15.25%	15.65%	15.98%	16.14%
Above 85%	15.09%	18.36%	19.06%	19.57%	19.97%	20.17%
Annual Renewal Commission rates can range from 3.02% to 20.17% of annual membership fees for each plan processed, dependent upon the commission (bonus) level of the General Agency and the Monthly Retention Rate for the given calendar month. Example: The General Agency processed 10 memberships at Bonus Level 3 in June 2012. At the end of August 2013 (15 months of membership life) 7 members are still active. The Monthly Retention Rate for those memberships would be 70% (7/10 = .70, or 70%). The Annual Renewal Commission percentage paid to the General Agency would be 11.44% of the annual membership fees paid by each member processed in June 2012, and would continue at this rate for the life of each membership. This is illustrated in the chart above at the point where the column 'Bonus Level 3' and row '66 to 75%' intersect.						
First Year Commission Levels – Legal Plan (Over 2,000 EEs)						
	Base Level	Bonus Level 2	Bonus Level 3	Bonus Level 4	Bonus Level 5	Bonus Level 6
Sales per month	Below 50	50-74	75-99	100-124	125-149	150+
Advance	36.8%	44.8%	46.5%	47.7%	48.7%	49.2%
Example: The General Agency processes 50 sales in the month of June. All 50 sales will be paid at 36.8% of the annual membership fee for each membership processed. In July all memberships processed will be paid at Bonus Level 2, or 44.8%, of the annual membership fee for each membership processed.						
Annual Renewal Commissions – Legal Plan (Over 2,000 EEs)						
Monthly Retention Rate	Base Level	Bonus Level 2	Bonus Level 3	Bonus Level 4	Bonus Level 5	Bonus Level 6
Up to 55%	2.31%	2.81%	2.92%	2.99%	3.06%	3.09%
56% to 65%	4.62%	5.62%	5.84%	5.99%	6.12%	6.18%
66% to 75%	6.93%	8.44%	8.76%	8.99%	9.18%	9.27%
76% to 85%	9.25%	11.25%	11.68%	11.99%	12.24%	12.36%
Above 85%	11.56%	14.06%	14.60%	14.99%	15.29%	15.45%

First Year Commission Levels – Business Plan						
	Base Level	Bonus Level 2	Bonus Level 3	Bonus Level 4	Bonus Level 5	Bonus Level 6
Sales per month	Below 50	50-74	75-99	100-124	125-149	150+
Advance	36.8%	44.8%	46.5%	47.8%	48.7%	49.2%
Annual Renewal Commissions – Business Plan						
Monthly Retention Rate	Base Level	Bonus Level 2	Bonus Level 3	Bonus Level 4	Bonus Level 5	Bonus Level 6
Up to 55%	2.31%	2.81%	2.92%	2.99%	3.06%	3.09%
56% to 65%	4.62%	5.62%	5.84%	5.99%	6.12%	6.18%
66% to 75%	6.93%	8.44%	8.76%	8.99%	9.18%	9.27%
76% to 85%	9.25%	11.25%	11.68%	11.99%	12.24%	12.36%
Above 85%	11.56%	14.06%	14.60%	14.99%	15.29%	15.45%
Using the Annual Renewal Commission example given above, one of the 7 remaining active memberships is a Business Plan. That membership would have an Annual Renewal Commission percentage of 8.76% of the annual membership fees paid by that member, as shown in the above chart at the point where the column 'Bonus Level 3' and row '66 to 75%' intersect. Please note, the Home Based Business Rider and Legal Plan for Self Employed memberships are a combination of Family Plan and Business Plan benefits therefore commission amounts will vary in the range between the Family Plan and Business Plan percentages.						
First Year Commission Levels – Commercial Driver Plan						
	Base Level	Bonus Level 2	Bonus Level 3	Bonus Level 4	Bonus Level 5	Bonus Level 6
Sales per month	Below 50	50-74	75-99	100-124	125-149	150+
Advance	36.4%	39.4%	40.4%	40.9%	41.2%	41.3%
Annual Renewal Commissions – Commercial Driver Plan						
	Base Level	Bonus Level 2	Bonus Level 3	Bonus Level 4	Bonus Level 5	Bonus Level 6
Renewal	10.12%	10.88%	11.25%	11.43%	11.52%	11.57%
Using the Annual Renewal Commission example given above, one of the 7 remaining active memberships is a Commercial Driver Plan. That membership would have an Annual Renewal Commission percentage of 11.25% of the annual membership fees paid by that member, as shown in the above chart in column 'Bonus Level 3'.						

LegalShield and Subsidiaries

State	Operating Comp/Ins	Comp Appt	Testing Type	Pre-Lic Course Required	CE Required	Lic Type Accp.	Associate License Info and Fees
ALABAMA	Casualty Legal Service	Required	Not Required	Not Required	Not Required	Legal Service	License Application Fee \$60/ Apt Fee \$30 Lic Renews Biennially BM \$40/ Apt exp. Annually 12/31 \$10
ARKANSAS	Casualty Limited Lines	Required	Not Required	Not Required	Not Required	Limited Lines Casualty	Lic. Renews Biennially on BM \$70/ Apt Renews exp 6/30 no fee
FLORIDA	Florida Legal Expense	Required	Not Required	Not Required	Not Required	Legal Expense (02-20) P&C	Lic. App Fee \$55/Fingerprint \$55.50/ Apt Fee \$60 Apt exp. Biennially on BM \$60
ILLINOIS	Casualty Limited Lines	Required	Not Required	Not Required	Not Required	Limited Lines Casualty	License Application Transaction Fee \$5/ Apt Fee \$58 Apt Renewal Annually on 12/31
MASSACHUSETTS	Casualty Casualty Producer	Required	Casualty Test	Recommended	24 hrs Triennially	Casualty	Lic App Fee \$300/Test Fee \$65/Apt Fee \$75 Lic Renews every 3yrs on BM \$275/ Apt exp. Annually 6/30 \$75
MISSISSIPPI	Casualty Legal Expense	Not Required	Product Test	Not Required	Not Required	Legal Expense	Lic App Fee \$10/ Lic exp. Annually on 02/28 \$10
MONTANA	Casualty Casualty Producer	Not Required	Casualty Test	Not Required	Not Required	Casualty	Test Fee \$75/ License exp. Biennially on BM
NEBRASKA	Casualty Legal Expense	Required	Not Required	Not Required	Not Required	Legal Expense	Lic App Fee \$60/ Apt Fee \$27 Lic Renews Biennially on BM \$60/ Apt exp. Annually 04/30 \$25
NEW JERSEY	Casualty Producer	Required	Not Required	Not Required	Not Required	Legal Expense P&C and L&H	Lic exp Biennially on BM \$75/ Apt exp. Annually 05/01 \$25
NORTH DAKOTA	Services Legal Expense	Required	Legal Test	Not Required	Not Required	Legal Expense P&C and L&H	Lic App Fee \$100/ Test Fee \$87/ Fingerprints \$72.50 Apt Fee \$10 Lic exp. Biennially on BM \$100/ Apt exp. Annually on 04/15 \$10
SOUTH CAROLINA	Services Non-Insurance	Not Required	Not Required	Not Required	Not Required	DCA Legal	Application Fee \$40/ Lic exp. Lic exp. Annually on 10/01 \$40
TENNESSEE	Casualty Legal Expense	Required	Not Required	Not Required	Not Required	Legal Expense	Lic App Fee \$50/ Apt Fee \$33/ Lic exp. Lic exp. Biennially on BM/ one time apt fee \$33
TEXAS	Services Non-Insurance	Not Required	Not Required	Not Required	Not Required	Legal Service Rep	Application Fee \$20, Lic exp. Annually on Date of Issue
VIRGINIA	LSPV Legal Expense	Not Required	Not Required	Not Required	Not Required	Legal Service	Lic App Fee \$50/ Lic exp. Annually on 06/30
WISCONSIN	Casualty Legal Expense & PC	Required	Not Required	Not Required	Not Required	Legal Expense Casualty	License Application fee \$75/Fingerprints \$39 Apt Fee \$20/ Apt exp. Annually on 11/30

~States with no legal plan market activity-Alaska.

-In South Carolina the company is regulated by the Department of Consumer Affairs and in Texas by the Department of Licensing & Regulation.
One of the company's subsidiaries offers plans in 4 provinces in Canada. In Manitoba there is a requirement for individuals to be licensed as a direct seller.

-Please see LegalShield company website for non-resident licensing information or contact the Licensing Department at (580)436-7424.