

# ARAG Attorney Agreement



The Attorney Agreement (“Agreement”) is between ARAG North America, Inc. (“ARAG”) and the applicant Attorney (“Attorney”).

## **Section 1. Definitions** as used in this Agreement and its addenda

- A. “ARAG Fee Schedule”** refers to the schedule which outlines the fees paid for each legal matter, dependent upon the level of service provided, benefit available to each individual Client, and jurisdiction.
- B. “Case Confirmation”** refers to the document provided by ARAG to the Client or Network Attorney verifying coverage for the Client’s legal matter.
- C. “Client”** refers to a person who is entitled to Covered or Non-Covered legal services under a legal plan or an insurance policy administered by ARAG or an affiliate.
- D. “Covered”** refers to legal services for a Client that are paid either partially or in full by ARAG under a legal plan.
- E. “Deductible”** is a specified amount of money that a Client must pay to a Network Attorney for each legal matter before ARAG will provide payment for legal services.
- F. “Non-Covered”** refers to legal services for which coverage is not paid by ARAG. There are two types of non-covered considered benefits of an ARAG legal plan where the fee for legal services is paid by the Client and not ARAG.
  - i. “Reduced Fee Services”** are services available to Clients for those legal matters which are not covered by the insurance policy and are not excluded in the service portion of the legal plan.
  - ii. “Reduced Contingency Fee”** refers to a legal matter which the Network Attorney deems to be appropriately handled through the use of a contingency fee.
- G. “Network Attorney”** refers to an attorney (this term will embrace the term ‘lawyer’ in Canadian use) who:
  - i.** is an active member of the State Bar in good standing;
  - ii.** maintains a law office and is regularly engaged in the practice of law;
  - iii.** maintains insurance coverage under a professional liability policy providing limits of not less than \$100,000 per incident and \$300,000 aggregate per year;

- iv. is willing to provide at least a 25% reduction from the attorney's normal rate on all non-excluded, Non-Covered legal matters, including matters with paid-in-full benefits limited to a set number or hours;
  - v. is willing to provide a free initial consultation to all Clients on Non-Covered legal matters;
  - vi. completes and delivers a signed Application to ARAG;
  - vii. is accepted as a Network Attorney by ARAG as indicated by inclusion of the Attorney's contact information in ARAG's Attorney Directory online; and,
  - viii. agrees to accept the Covered legal matters noted on his/her application or as updated on his/her ARAG profile.
  - ix. agrees to provide required notification of change of information or status pursuant to Section 2.B.
- H. **"Online Case Management System"** refers to the system through which Network Attorney accepts, verifies case information, or denies a Client's case.
- I. **"Plan Documents"** include the certificate of insurance and/or a service plan, both of which indicate coverage, exclusions and conditions for a plan member.
- J. **"Plan Sponsor"** refers to a company which contracts with ARAG for the provision of a legal plan to the members of a group or employees of the company.
- K. **"State Bar"** includes the attorney regulatory body (including Law Societies in Canada) of any jurisdiction in which the attorney maintains an office for the practice of law.

## **Section 2. Obligations of a Network Attorney**

### **A. ARAG Network Attorney Website**

To access attorney-only information and services, Network Attorney will need to create login credentials which include a Username and Password. Network Attorney is responsible for keeping his/her username and password safe and confidential and ensuring that only authorized personnel have access to login.

### **B. Notification of Change of Information or Status**

- i. Network Attorney will immediately notify ARAG of any change of address, telephone number, e-mail address, any change in insurance carriers, in coverage amounts or failure to continue to carry insurance; any change in the attorney's licensing or State Bar standing; any legal actions filed against Attorney arising out of Attorney's law practice; any actual or impending circumstances which might affect his or her status as an Attorney; any complaints filed with or any disciplinary action of any nature made by any attorney disciplinary authority or court concerning the Attorney, including any criminal activity by Attorney's employees affecting clients, including but not limited to embezzlement of client funds. Network Attorney will update his/her ARAG profile so that it accurately reflects the legal matters, whether Covered or Non-Covered, that he/she will accept.

- ii. Network Attorney agrees to cooperate with ARAG by providing information on his/her normal hourly rate which is published to Clients and also agrees to notify ARAG immediately should his/her normal hourly rate change. Network Attorney represents and warrants that the normal and reduced rate information supplied by Network Attorney to ARAG is accurate, and that any changes will be promptly communicated to ARAG and will apply only to Clients who contract for services subsequent to the posting of such changed rates with new matters.

**C. Representation**

- i. Network Attorney is required to be licensed in the state where plan member's covered legal matter occurred or is filed, tried, mediated or arbitrated.
- ii. Network Attorney will accept each Client who requests services or who is referred to him/her and give that Client prompt professional service, regardless of the type of ARAG coverage available to the Client (e.g. paid in full, deductible, reduced fee, hourly). Nevertheless, the Network Attorney may reject a Client on reasonable grounds, including referral of a legal matter not noted by the Network Attorney on his/her application or updated ARAG profile, representation in a matter deemed by the Network Attorney to be lacking merit or in violation of his/her ethics rules. The Network Attorney will not reject any Client as a result of the amount of fees Network Attorney may receive under the terms of the program.
- iii. Network Attorney will not withdraw from representation until he/she takes reasonable steps to avoid prejudice to the rights of Client. The Network Attorney will allow time for employment of other counsel, deliver all papers and property to the Client that the Client is entitled to receive, and comply with all applicable laws and rules. If the Network Attorney withdraws from further representation of an eligible Client for any reason, Network Attorney shall promptly notify ARAG of the reason for withdrawal of representation.
- iv. If Network Attorney rejects an eligible Client for any reason, Network Attorney will immediately notify ARAG of the reason for the rejection. The Network Attorney will also encourage the Client to call ARAG regarding further eligibility for services.
- v. If Network Attorney does not feel he/she has the skill required to assist a Client or feels that referral to another attorney is necessary to best serve the interests of the Client, Network Attorney will direct Client to call ARAG regarding their coverage rather than referring the Client to another attorney.
- vi. If the Network Attorney determines that the matter for which the Client seeks assistance is a Covered matter but one that the Network Attorney has not indicated in his/her application or updated ARAG profile that he/she handles, then he/she will refer Client to ARAG for coverage information. Network Attorney shall not represent Client for a Covered matter which is not indicated in his/her attorney profile.

- vii. Before undertaking representation of a Client where the Client will be charged by the Network Attorney, the Network Attorney will ensure that the matter is Non-Covered. If the matter is for Reduced Fee Services, the Network Attorney will charge the Client only the appropriate reduced rate. Network Attorney shall honor the reduced rate on record with ARAG as of the date of retention of Network Attorney's services.
- viii. Network Attorney is not to accept representation regarding any action, proceeding, dispute or any matter against: ARAG, 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 pays for that representation.
- ix. Network Attorney will defend, indemnify and hold ARAG and Plan Sponsors harmless from any and all liability or alleged liability which may arise out of the acts or omissions of the Network Attorney in the performance of services. "Liability" includes, without limitation, any and all costs and expenses incurred, including reasonable attorney's fees and court costs. "Alleged Liability" includes all claims and demands.
- x. Before undertaking the legal representation of a Client, the Network Attorney will contact ARAG to obtain a Case Confirmation number. To the best of their ability, Network Attorney shall assess the Client's legal matter and verify that the Case Confirmation is correct. If circumstances of the legal matter change from a Covered to Non-Covered or excluded matter, Network Attorney is obligated to inform ARAG by updating the Online Case Management System. A Case Confirmation number is required in order for the Network Attorney to submit a claim. ARAG does not have an obligation to pay a claim submitted without a Case Confirmation number.
- xi. Network Attorney agrees to collect any appropriate Deductible from a Client if indicated on the Case Confirmation. Network Attorney will then bill ARAG for the remaining fees owed under the then current ARAG Fee Schedule and agrees to accept this amount as payment in full for Network Attorney's representation.
- xii. In the event Network Attorney purchases a legal insurance or services product from ARAG, Network Attorney is not permitted to handle their own Covered legal matters and submit claim for payment from ARAG. In addition, if Network Attorney has purchased a legal insurance or services product, Network Attorney may not seek services for Covered legal matters from a member of the same law firm.
- xiii. The entire section 2.C. shall survive termination of the Agreement.

#### **D. Records**

Network 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 Network 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 Network Attorney will make such books and records available to ARAG at reasonable times. Nothing in this Agreement will require Network Attorney to reveal any confidential attorney-client information. Network Attorney acknowledges that ARAG may have a fiduciary and/or regulatory obligation to access information within Client files to adequately administer payments under insurance and 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 ARAG in meeting these obligations.

For the duration of this Agreement and for five years thereafter, ARAG shall maintain at its principal administrative office adequate books and records of all transactions between ARAG and the Attorney. Such books and records shall be maintained in accordance with prudent standards of insurance recordkeeping. The commissioner of insurance shall have access to such books and records for the purpose of examination, audit, and inspection. Any information contained therein which is a trade secret under the uniform trade secrets act, including but not limited to the identity and addresses of Clients or Plan Sponsors, shall be confidential, except that the commissioner may use such information in any proceedings instituted against ARAG.

#### **E. Publicizing Status**

- i. Network Attorney will not promote or publicize his or her status as a Network Attorney, except as permitted by ARAG and the Code of Professional Responsibility of the State Bar. ARAG assumes no obligation for publication, referral or promotion of attorney's status as a Network Attorney.
- ii. ARAG may use Attorney's name, geographic and biographical information that Attorney has provided to ARAG in any form via any medium unless Attorney has informed ARAG in writing of their desire to restrict or change the information available.
- iii. The entire section 2.E. shall survive termination of the Agreement.

#### **F. Marketing Guidelines for Network Attorneys**

- i. ARAG grants Network Attorney permission to use the ARAG provided Marketing logo graphics and links on websites and/or marketing materials for the purpose of identifying or promoting your status as an ARAG Network Attorney. Use of the logo graphics and links will comply with the following Logo Graphic and Link Guidelines. Failure to adhere to the Guidelines may result in revocation of permission. Network Attorney is responsible for adhering to the advertising rules contained in the Code of Professional Responsibility of the State Bar or other rules or regulations by which Network Attorney may be governed. ARAG is not able to provide technical assistance for loading or installing the ARAG provided Marketing logo graphics and links outside of the instructions provided at [ARAGlegal.com/Attorneys](http://ARAGlegal.com/Attorneys).

- ii. Logo Graphic and Link Guidelines
  - a. The size, shape and color in which the logo is provided is the same manner in which it should appear in the use by the Network Attorney. Manipulation of the graphic or link in any way is not permitted. Additions to the graphic or link, including but not limited to movement, text effects or color change, are not permitted.
  - b. The ARAG logo and associated graphics shall not be used in any negative message or disparaging manner.
  - c. The ARAG provided Marketing logo graphics and links may only link to areas of the ARAG website: [www.ARAGlegal.com](http://www.ARAGlegal.com).
- iii. Network Attorneys are permitted to use the following phrases in reference to their relationship with ARAG.

The phrases should be used in text rather than in conjunction with a graphic, e.g. as an e-mail tagline.

  - a. ARAG Network Attorney
  - b. Proud Member of the ARAG Attorney Network
- iv. The entire section 2.F. shall survive termination of the Agreement.

#### **G. Communication**

- i. Network Attorney is not permitted to contact Plan Sponsors for any purpose.
- ii. Network Attorney is not permitted to solicit or contact Clients for any purpose outside the scope of legal representation.
- iii. Network Attorney is aware and hereby acknowledges the importance of the goodwill and good reputation of ARAG in legal insurance and the legal communities in general. Network Attorney shall not undertake any action in anticipation to disparage, reflect badly on ARAG or otherwise damage reputation, or to cause such result through inaction.
- iv. The entire section 2.G. shall survive termination of the Agreement.

#### **H. Recertification**

Attorney agrees to annually verify the required Network Attorney information in Section 1.G.

#### **I. Confidentiality**

- i. Pursuant to this Agreement or otherwise, ARAG may disclose to Attorney information which ARAG deems confidential and proprietary (the "Confidential Information"). All marketing information, Plan Documents, ARAG Fee Schedule, claims forms, attorney lists, Plan Sponsor or Client lists, information that identifies or can be used to identify an individual, or can be used to authenticate an individual, and operating procedures provided in any way by one party to the other shall be the Confidential Information of ARAG. Attorney shall use the Confidential Information only for the purposes and objectives stated within this Agreement and for no other purposes or objectives whatsoever without the written consent of ARAG. Upon termination of this Agreement, Attorney shall discontinue use of all Confidential Information, whether in written form, reducible to written form or in other form that refer to, reflect, or contain any of

the ARAG's Confidential Information. Both parties shall establish, implement, maintain and update appropriate safeguards to ensure the privacy and security of all Confidential Information to prevent its inappropriate or unlawful use, disclosure, alteration, appropriation, processing or loss.

- ii. Notwithstanding the foregoing, Confidential Information may be disclosed to third parties upon prior written consent of the ARAG. Confidential Information may also be disclosed pursuant to legal process, court order, statute or regulation; provided, however, that the Attorney, which is required to disclose the Confidential Information, shall notify the ARAG within five (5) days of receiving legal process, court order or other notice of compulsion to provide the information, so that a protective order, if applicable, may be obtained.
- iii. Information shall not be deemed confidential if it: is already known to the Attorney from sources other than the ARAG, which sources are not bound by or in breach of a confidentiality agreement with the ARAG; becomes publicly known through no wrongful act of the Attorney; or is independently developed by the Attorney.
- iv. ARAG shall only use and disclose Attorney's personally identifiable information provided by Attorney on the ARAG Attorney Application, or subsequently updated by Attorney, in accordance with this Agreement, including but not limited to tax reporting requirements.
- v. The entire section 2.I. shall survive termination of the Agreement.

#### **J. Compliance with Laws**

Attorney shall, at all times, comply with all applicable federal and state laws and regulations.

### **Section 3. Obligations of ARAG**

#### **A. Referral**

Network Attorneys are not part of a referral system. Procedures for informing Clients of the availability of Network Attorneys to provide services under ARAG's legal plans will comply with professional rules of conduct and ethics.

#### **B. Representation of Other Persons**

Each Network Attorney is free to serve persons other than Clients, as defined in this agreement, and to otherwise conduct his/her practice of law without the interference or control of ARAG.

#### **C. Sharing Compensation**

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

If Network Attorney chooses to consult with another attorney (“participating attorney”) who is not a member of his/her law firm, the Network Attorney must make fee arrangements with the participating attorney outside of the ARAG fee schedule. ARAG will not pay for services rendered by the participating attorney. In addition, at no time can either the Network Attorney or participating attorney bill the plan member for services rendered.

**D. Interference**

ARAG will not interfere with or control the performance of the duties of Network Attorney to the Client.

**Section 4. Legal Service Fees**

**A. Payments for Non-Covered Services**

- i. Network Attorneys who provide services under the reduced rate program will be paid directly by the Client. ARAG will not be responsible for any fees or their collection under this program.
- ii. Network Attorneys are allowed to bill Client subject to the exclusions, rules and conditions of payment in the following documents: this Agreement, the Fee Schedule and the Plan Documents (collectively referred to as “Binding Documents”).
- iii. Network Attorney agrees to provide Reduced Fee Services for those areas of law included in his/her application or updated ARAG profile at an hourly rate which has been reduced by at least 25% of the Network Attorney’s normal hourly rate. Network Attorney will contract directly with Client for Reduced Fee Services and payment of attorney’s fees shall be handled directly between the Client and Network Attorney.
- iv. Network Attorney will contract directly with Client for a Reduced Contingency Fee arrangement. The Reduced Contingency Fee will not exceed 25% of the net recovery if successfully resolved before or after trial, or will not exceed 30% of the net recovery if successfully resolved on or after an appeal. Payment of contingency fees shall be handled directly between Client and Network Attorney and may be subject to restrictions within relevant Plan Documents.
- v. The entire section 4.A. shall survive termination of the Agreement.

**B. Payments for Covered Services**

- i. Network Attorney accepts the amounts listed in the fee schedule as payment in full for Covered services to Clients and will make no additional charges to the Client for attorney’s fees unless the Plan Document allows. Payments made by ARAG on behalf of the Client shall be deemed payment by Attorney when received. To the extent that benefits do not provide for the payment of costs and expenses incurred on behalf of a client, a Network

Attorney is entitled to obtain reimbursement from the Client for such out-of-pocket expenses including, but not limited to: copy/printing charges; postage, fax charges; telephone charges; court fees; delivery services fees; court reporter fees; transcripts; expert fees; witness fees; subpoena fees; private investigators; mock-ups or models; any computer, audio or visual equipment or rental of; and title work. Covered services may not be combined for any one matter to increase maximum fees.

- ii. In the event Network Attorney is awarded attorney's fees and/or costs in a judgment, settlement, order, or similar process, and the fees and/or costs are received by the Network Attorney, the Network Attorney shall reimburse the parties in accordance with the fees and costs awarded. For example, if costs are awarded which were paid by the Client and/or ARAG, attorney shall reimburse the client first and, if any award is remaining, reimburse ARAG up to the amount ARAG paid. The Network Attorney can retain any balance of the cost awarded. If attorney's fees are awarded and Network Attorney has received attorney's fees from Client and/or from ARAG, the Network Attorney shall reimburse the Client first and, if any award is remaining reimburse ARAG up to the amount ARAG paid. The Network Attorney can retain any balance of the fee awarded.
- iii. Network Attorneys who provide Covered services under the program will be paid directly by ARAG upon submission of claims in acceptable form. Said claims must be submitted within 180 days after the completion of the covered legal service in order to receive payment, or if capped hours are fulfilled. Network Attorneys will be paid subject to the exclusions, rules and conditions of payment in the Binding Documents. This Agreement limits the terms of payment and the maximum fee that may be received by a Network Attorney for services rendered to beneficiaries of ARAG plans. Wording of specific plans or policies will determine exclusions, coverage limitations and eligibility of Clients for Covered services.
- iv. If ARAG ceases doing business, a Network Attorney will not seek payment from a Client and will complete the representation of the Client for Covered services that are provided under an ARAG plan and in accordance with the terms of the ARAG plan and this Agreement.
- v. Billing Guidelines - The following are charges ARAG may deduct all or a portion of as they are not covered or considered part of overhead costs:
  - Case Activities – activities considered to be case activities include, but are not limited to: intra-office conferences; simultaneous work by more than one attorney or paralegal at a time; any file review performed when the file is transferred to a new attorney or paralegal; leaving a voice mail; having a brief conversation or telephone communication. Under no circumstances shall these items be billed to the Plan Member.
  - Expenses – ARAG will not pay or reimburse for costs as described in Section 4.B.1. These are non-covered expenses and may be directly billed to the Plan Member.

- Travel – Neither ARAG nor the Plan Member will pay for Attorney’s time spent traveling. Travel expenses, including, but not limited to, mileage, meals, and parking fees are non-covered expenses and may be directly billed to the Plan Member.
- Secretarial – activities considered to be secretarial and/or clerical include, but are not limited to, filing, scanning, faxing, e-mailing, copying, word processing, setting up and maintaining a file, inserting documents into and retrieving documents from the file, Bates stamping documents, maintenance of attorney calendars, drafting or preparing a basic cover letter, acknowledgement letters, preparing form letters and pleadings, making travel arrangements; scheduling meetings; and scheduling depositions. Under no circumstances shall these items be billed to ARAG or to the Plan Member.
- Overhead/Administrative – activities considered to be overhead or administrative include, but are not limited to: preparation of invoices or responses to billing inquires; time spent analyzing firm’s conflict issues; opening or closing the file applicable to either paper or electronic file systems; and preparation of a status update to ARAG. Under no circumstances shall these items be billed to ARAG or to the Plan Member.

vi. The entire section 4.B. shall survive termination of the Agreement.

**C. Fee Agreement**

- i. Network Attorney shall not propose or enter into any fee agreement with Client which conflicts with this Agreement. If there is any conflict between a Network Attorney and Client fee agreement and this Agreement with Network Attorney, this Agreement overrides the other fee agreement.
- ii. Each Network Attorney will provide ARAG Clients with a written fee agreement for Non-Covered matters.
- iii. In the event that a Plan Sponsor terminates its relationship with ARAG 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 Network Attorney will continue to provide services in accordance with the pre-termination coverage terms until the conclusion of the legal matter.

iv. The entire section 4.C. shall survive termination of the Agreement.

**D. Suspension of Claims Payments**

- i. In the event Attorney mistakenly or intentionally submits a claim for a duplicate matter or a claim for a matter which Attorney did not provide services, ARAG has the right to suspend payments of any and all claims submitted by Attorney until the claim in question is fully investigated.
- ii. ARAG shall have the right to offset any amounts found due and owing to ARAG from existing or future claims submitted by Attorney for the same or a different plan member until the amount due is recovered.

- iii. In the event ARAG reimburses a Client for payment made by Client directly to Network Attorney when it is deemed by ARAG as a Covered matter, ARAG shall have the right to offset future payment of claims for any and all Clients until the Network Attorney repays in full the reimbursement amount to ARAG.
- iv. In the event ARAG is notified of a regulatory agency mandated payment, ARAG shall comply with instructions as required by the regulatory agency, including withholding payment of claims or redirecting payment of claims as required.

#### **E. Independent Contractor**

Attorney is and throughout this Agreement shall be an independent contractor and not an employee, partner or agent of ARAG. Attorney shall not be entitled to nor receive any benefit normally provided to ARAG's employees including, but not limited to, vacation payment, retirement, health insurance, legal expense insurance, or sick pay. Attorney shall not be entitled to participate in ARAG's 401(k) plan. ARAG shall not be responsible for withholding income or other taxes from the payments made to Attorney. Attorney shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Attorney pursuant to this Agreement.

### **Section 5. Additional Terms**

#### **A. Termination**

- i. An attorney's status as a Network Attorney may be terminated at any time for any reason or no reason by Attorney or by ARAG. Notice will be in writing, and become effective upon receipt by the other party.
- ii. In the event of expulsion, resignation or withdrawal, the Network Attorney will still be bound by the obligations specified in this Agreement with respect to completion of legal services undertaken before expulsion or resignation and payment for such services. The Network Attorney will not undertake representation of additional Clients without first informing them he/she is no longer a member of the ARAG Network.
- iii. An attorney's area(s) of law may be removed at any time for any reason or no reason by the Attorney or by ARAG. In the event ARAG removes area(s) of law, written notice will be provided to Attorney.
- iv. The entire section 5.A. shall survive termination of the Agreement.

#### **B. Non-Transferable**

The terms of this Agreement are not transferable to any other party without written agreement of both parties.

**C. Amendment**

This Agreement is subject to revocation, amendment or other modification at any time by ARAG.

**D. Mediation**

- i. Parties agree that should a disagreement arise, they will use their best efforts to cooperate in finding an appropriate solution. In the event a solution cannot be found, the parties agree that before filing any legal action in accordance with the jurisdiction and venue provisions outlined in this agreement, they will participate in at least four hours of mediation in accordance with the Commercial Mediation Procedures of American Arbitration Association to be held in Des Moines, Iowa. The parties agree to bear their own travel costs to attend the mediation but will share equally in the costs of the actual mediation. The mediation shall be administered by a mutually agreed upon mediator.
- ii. The entire section 5.D shall survive termination of the Agreement.

**E. Jurisdiction; Venue**

- i. Following mediation as outlined in section 5.D., the parties agree that any dispute, action or proceeding arising out of or related to this Agreement will be commenced in the state courts of Polk County, Iowa or, in the United States District Court for the Southern District of Iowa where proper subject matter jurisdiction exists. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on claims of unsuitable court.
- ii. The entire section 5.E. shall survive termination of the Agreement.

**F. Non-waiver**

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

**G. 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) was not present.

**H. Limitations on Liability**

- i. In no event will either party be liable for any indirect, incidental, exemplary, punitive, lost profits, special, consequential, or similar damages arising out of or related to this Agreement, even if the other party has been advised of the possibility of such damages.
- ii. The entire section 5.G. shall survive termination of the Agreement.

**I. Survival**

Sections which shall survive termination of the Agreement are referenced individually within the applicable sections.

**J. Governance**

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

**K. Attorney Reviews and Ratings**

ARAG has the right to solicit, accept, collect, and use plan members' survey responses, ratings, reviews and testimonials regarding their experience and services received in working with a network attorney. ARAG may use and/or post any such content to its sites as well as use such content in any manner determined by it (e.g. television, print, broadcast and use in any media now known or hereafter developed, including the World Wide Web). While ARAG may take reasonable measures to ensure any such content is not offensive, malicious, derogatory, or breaches client-attorney privilege, ARAG is not liable for any such content, reviews or ratings, or for not screening, modifying, blocking, removing, deleting or editing such reviews and ratings. ARAG, and its subsidiaries, their directors, officers, agents, employees and customers, and appointing advertising or recording agencies, their directors, officers, agents and employees from all liability and claims of every kind.

Network Attorney will not hold plan member/client liable for any content submitted or posted, except for blatant libel or slander.

**Attorney's Certification**

By signing the Attorney Application, I certify my agreement to be bound by the terms of the ARAG Attorney Agreement, Fee Schedule, Claim Form, Plan Documents and any subsequent revisions.