

ELECTRONIC FILING AGREEMENT

This Electronic Filer Agreement (the “Agreement”) is made by and between Verus, LLC, (“Verus”) 3967 Princeton Pike, and the law firm of

_____, located at

_____ (“Law Firm”),

collectively the (“Parties”)

Recitals

WHEREAS Verus processes asbestos personal injury claims on behalf of its clients which Clients are responsible for the payment of certain asbestos personal injury claims; and

WHEREAS the Law firm files asbestos personal injury claims on behalf of clients (“Claimants”); and

NOW THEREFORE, in consideration of the promises and undertakings described herein, the sufficiency of which consideration is hereby acknowledged, the undersigned Parties agree, with each other, as follows:

I. Electronic Claims Filing

- 1.1 Access to verusllc.com Verus will provide the Law firm with access to the Verus web based Claims system through which Law Firm may submit asbestos personal injury claims against Verus Clients in electronic format. The Law Firm will have access to the web based Claims system for the sole purpose of filing claims and submitting supporting documents. The Law Firm will have access to information only regarding the Law Firms own claims filings, and will be authorized to act through the web claims system only in regard to the Law Firms’ own claims filings.
- 1.2 Filing Methods, Media, and Format. Verus will accept web based filings from the Law firm using one or more methods in formats that the Verus will from time to time specify.
- 1.3 Proprietary System. The Customer acknowledges that the Verus web based system, including all enhancements thereto and all screens and formats used in connection therewith, are the exclusive proprietary property of the Verus and the Law Firm shall not publish, disclose, display, provide access to or otherwise make available any Verus software or products thereof, or any screens, formats, reports or printouts used, provided, produced from or in connection therewith, to any person or entity other than an employee or principal of the Law Firm without the prior written consent of Verus with the exception that the Law Firm may publish, disclose, display, provide access to or otherwise make available to a Claimant represented by the Customer any screens, reports or printouts which contain information relating solely to that Claimant’s claim.

II. Technical Capabilities

- 2.1 **Compatible Equipment.** In order to file claims through the web based claims system, the Law Firm will provide its own compatible computer equipment electronically.
- 2.2 **Technical Assistance.** Verus provide the Law Firm with technical assistance reasonably necessary related to filing and processing claims through the web based system.
- 2.3 **Reports.** Verus will make available to the Law Firm the ability to download specified data and to generate reports summarizing information regarding the Law Firms claimants.
- 2.4 **Continuous Access.** Verus will make the web based claims system available to the Law Firm seven days per week, with the exception that availability may be interrupted at any time as a result of system failure or when necessary for system upgrades, adjustments, maintenance or other operational considerations.
- 2.5 **Security.** Verus will maintain physical, electronic, and procedural safeguards that will protect the information the Law Firm transmits through web based system. Verus will not disclose non-public personally identifiable information about Law Firm Claimants to unauthorized persons, and Verus will restrict access to such information to authorized individuals who need to know this information for purposes relating to the processing and settlement of asbestos personal injury claims.

III. User Identification, Training, and Certification

- 3.1 **Users.** Verus will assign a unique ID and password to each Law Firm. The Law Firm access to the web based system will be managed by one or more individuals under the Law Firm ID and Password and Law Firm will manage and control whom the Law Firm identifies to serve as a User on the Law Firms behalf. Verus may deny access following failed log-ins.
- 3.2 **Notice of Changes.** The Law Firm will promptly notify Verus via email or in writing of any changes regarding the identities of the users the Law Firm has chosen.
- 3.3 **Reliance on Law Firm Communications.** Verus is entitled to rely on communications and instructions it receives from persons using the web based system passwords assigned to the Law Firm and purporting to act on behalf of the Law Firm and, except if the Verus has acted with gross negligence, will not be held liable for such reliance.

IV. Rules and Procedures

- 4.1 **Adherence to Rules.** The Law Firm will use the web based system in conformance with the rules and procedures which Verus will communicate. Verus may update its rules and procedures from time to time.
- 4.2 **TDP/CRP Criteria Unchanged.** Verus processes asbestos injury claims pursuant to criteria specified by the Verus client. Such criteria may vary from Client to Client. This Agreement is not intended to alter and does not supersede criteria of the Clients on whose behalf Verus processes claims.

- 4.3 Additional Client Requirements. Additional Clients may require the execution of separate agreements between the Law Firm and the Verus Client. This Agreement does not supersede any agreements regarding asbestos injury claims entered into between the Law Firm and any of Verus' Clients.

V. Claim Information

- 5.1 Complete and Accurate Information. Consistent with the Law Firms legal and professional responsibilities and consistent with the Verus procedures referenced in Paragraph [4.1] of this Agreement, the Law Firm will provide complete and accurate information in the Law Firms filings. Verus is not obligated to take any action regarding a claim until it has received the complete information regarding the claim required.
- 5.2 Maintenance of Supporting Documents. The Law Firm will timely provide to Verus copies of documents relied upon in web based filings if instructed to do so by Verus. The Law Firm will maintain a copy of each document so relied upon, in either paper or electronic format, and thereafter will timely provide copies of such documents to Verus.
- 5.3 Exposure Site Information. Verus may request that the Law Firm provide further evidence of exposure at a site or sites where a Claimant allegedly was exposed to asbestos, and may withhold making a settlement offer on a claim until it has been provided adequate evidence.
- 5.4 Physician Information. Verus may request that the Law Firm provide information regarding a physician whose report the Law Firm is relying on to support the web based claims filings, and may withhold making settlement offers on claims supported by that physician's reports until it has been provided with the requested information.

VI. Settlement Offer, Acceptance, and Payment

- 6.1 Settlement Offers. Verus will communicate settlement offers to the Law Firm electronically. Receipt of an original non electronic release will communicate acceptance of the settlement offer.
- 6.2 Acceptance of Settlement Offers. The Law firm will indicate acceptance of a settlement offer only when authorized to do so by the Claimant on whose behalf the Law Firm filed the claim. The Law Firm will obtain the release in the form and manner specified by the relevant Verus Client.
- 6.3 Payment of Settled Claims. Verus clients will make settlement payments on a regular and frequent basis subject to the terms and conditions set forth in the applicable TDP/CRP. Verus has no obligation to make any settlement payment until it has received the funds to do so from the relevant Verus Client, and will not be liable for any delay or failure to provide settlement funds. Payments will be made subject to the applicable Payment Percentage as determined by each Verus client. For each Verus client for which Verus does not make settlement payments, Verus will notify the Verus client or its designated payment agent promptly within standard practices in effect at that time for the applicable client and Verus will have no further responsibility for the payment of the claim.

- 6.4 Payment Method Options. Payments will be made either by check or by electronic funds transfers instructed to Verus by the Verus client. The Law Firm must sign an Electronic Funds Transfer Agreement if the Law Firm elects to receive settlement payments through electronic funds transfers. Verus is entitled to rely on the bank account information which an agent, employee, partner or principal of the Law Firm provides on the Electronic Funds Transfer Agreement and, except if Verus has acted with gross negligence, will not be held liable for such reliance.

VII. Quality Control Review and Audit

- 7.1 Testing Program. Verus may from time to time request that the Law Firm submit copies of documents relating to individual claims filings in order to test system quality and for audit purposes. A claim may be selected for quality control testing or audit either before the claim is settled or after a settlement payment has been made. Verus may select some claims for quality control testing or audit randomly, and may select some claims for quality control testing or audit based on other reasons.
- 7.2 Compliance with Requests. The Law Firm will comply with the Verus request by timely providing Verus with the documents requested.
- 7.3 Corrective Action. Verus may take corrective action if, in its sole judgment, quality control review or audit indicates that the Law firms claim filings warrant such action. Such corrective action might include, but is not limited to, requiring some or all of the Law Firms certified users to undergo training, performing quality control testing or audit on a higher number of the Law Firms claims (up to 100% of submitted claims), withholding further settlement offers until the problem is resolved, and suspending or terminating the Law Firms web based privileges. Verus reserves the right to pursue legal remedies in the rare occurrence that audits indicate fraud of any kind.

VIII. Limitation of Liability

- 8.1 Limited Damages. Except as specifically provided in this Agreement, or as otherwise required by law, no officer, director, trustee, employee, contractor, or agent of the Verus or its Clients will be held liable for any indirect, incidental, special or consequential damages by reason of Law Firms use of the web based claims system.
- 8.2 Client or Law Firm Actions. Verus will in no circumstances be liable for actions, omissions, or decisions of Verus Clients or Law Firms. Verus granting of access to the web based claims system does not ensure that a particular Verus Client will permit Law Firm to submit web based claims relating to that Verus Client.

IX. Miscellaneous

- 9.1 No Assignment. Neither Party may assign or otherwise transfer in any way any of its rights and obligations arising out of this Agreement without the prior written consent of the other party.
- 9.2 Termination. Either Party may terminate this Agreement upon written notice to the other Party. Upon effective date of termination of this Agreement, Verus will cease providing the Law Firm with access to its web based claims system, and the Law Firm will cease making web based filings.
- 9.3 Disputes. Any dispute between the Parties relating to the appropriate categorization or settlement value of a claim submitted by the Law Firm to Verus will be resolved pursuant to the dispute resolution procedures of the relevant Verus Client.
- 9.4 Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of God, embargo, riot, sabotage, labor shortage or dispute, governmental act, or failure of Internet service, provided that the delaying party: (a) gives the other party prompt notice of such cause, and (b) uses reasonable efforts to correct promptly such failure or delay in performance.
- 9.5 Applicable Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Pennsylvania.
- 9.6 Binding Effect. Each of the undersigned persons represents and warrants that they are authorized to sign this Agreement on behalf of the Party they represent, and that they have the full power and authority to bind such Party to each and every provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, representatives, successors and assigns. A signature on a copy of this Agreement transmitted by facsimile machine will have the force of an original signature.
- 9.7 Severability. If any term or provision of this Agreement should be declared invalid or unenforceable by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement shall remain in full force and effect.
- 9.8 Entire Agreement and Waiver. This Agreement constitutes the entire agreement and understanding between and among the Parties concerning the matters set forth herein. This Agreement may not be amended or modified except by another written instrument signed by the Parties. Any failure of either party to exercise or enforce its rights under this Agreement shall not act as a waiver of subsequent breaches.

_____ Date: _____
(Law Firm)

_____ Date: _____
(Verus, LLC)