

Kansas Members: The following is the terms of your membership that establishes your rights under the program.

## U.S. LAW SHIELD OF KANSAS LEGAL SERVICE CONTRACT

1020 Bay Area Boulevard, Suite 220, Houston, Texas 77058 1 (877) 474-7184

### DEFINITIONS

“Independent Contracting Attorney” – An independent, third-party, licensed attorney that U.S. Law Shield contracts with to provide legal services for the Legal Service Contract Holder under this Legal Service Contract. This definition shall apply throughout the entirety of this agreement. Any references herein to Contracting Attorney, Independent Contracting Attorney, attorney, program attorney, legal services, legal defense, and other similar terms shall refer to an independent, third-party, licensed attorney that U.S. Law Shield contracts with to provide legal services for the Legal Service Contract Holder.

“Use of a Firearm” or “Other Lawful Weapon” – Any incident where the Legal Service Contract Holder either discharges or displays a firearm (or uses any other lawful weapon at their disposal, including accidental discharges) for the purpose of using the firearm or other lawful weapon to stop a threat, whether the Legal Service Contract Holder pulls the trigger and discharges the firearm or not, or otherwise actually uses the other lawful weapon or not. This term does not include taking a firearm or other weapon to a location that is prohibited by federal, state, or local law.

“Legal Service Contract” – The present agreement entered into between Legal Service Contract Holder and U.S. Law Shield for consideration and under which U.S. Law Shield will obtain legal services for the Legal Service Contract Holder through an Independent Contracting Attorney.

“Legal Service Contract Holder” – Person who purchased the U.S. Law Shield Legal Service Contract.

“Good Samaritan Incident” – Any incident where the Legal Service Contract Holder helps or assists another person using emergency First Aid in an attempt to save an injured person’s life after (1) a self-defense incident, regardless of the weapon involved, or (2) any accidental discharge of a firearm. This term does not include help or assistance for which the Legal Service Contract holder receives, or expects to receive, compensation or remuneration for such services.

### PARTIES

This Legal Service Contract is administered by U.S. Law Shield who shall provide Legal Service Contract Holders with an Independent Contracting Attorney for any incident covered by this Legal Service Contract. U.S. Law Shield shall offer the Legal Service Contract in the State of Kansas. The Independent Contracting Attorney shall perform the legal services described herein.

The person purchasing this contract is the Legal Service Contract Holder and shall benefit from the legal services provided by U.S. Law Shield. The benefits provided under this Legal Service Contract shall be available to the Legal Service Contract Holder whose payments are current.

\_\_\_\_\_ is the sales representative who sold or solicited this Legal Service Contract on behalf of U.S. Law Shield.

### ELIGIBILITY & EFFECTIVE DATE

The legal services described herein shall be available to the Legal Service Contract Holder who enrolls and pays the appropriate fee under the Legal Service Contract. The effective date of the legal services is the day of signup where the first payment is made by the Legal Service Contract Holder. The term of this agreement is 12 months from effective date. The term of this contract shall automatically be extended for 12 months on the anniversary of the effective date, unless the contract is lawfully terminated pursuant to the terms of this agreement.

The legal services described herein shall be available to the Legal Service Contract Holder’s dependents if Legal Service Contract Holder tenders separate consideration to include protection to their minor children. Effective date of the legal services for dependents is the day of signup where the first payment is made by the Legal Service Contract Holder.

### LEGAL SERVICES & BENEFITS

The consideration provided by the Legal Service Contract Holder entitles them to the following legal services by an Independent Contracting Attorney and these services may be utilized by calling U.S. Law Shield on the business telephone numbers provided on membership cards, or, in case of emergency the 24/7 emergency hotline telephone number provided to each Legal Service Contract Holder.

Legal representation is provided by an independent contracting attorney in any criminal or civil proceeding arising from an incident involving the Legal Service Contract Holder, in good standing, who has a “Use of a Firearm or Other Lawful Weapon” as defined above, if the Legal Service Contract Holder is in a place within the State of Kansas where the Legal Service Contract Holder is legally permitted to possess his or her firearm or other lawful weapon. Coverage for independent legal representation for these matters shall extend to and include a trial (including retrials) on the merits in a court or tribunal of competent jurisdiction, and a direct appeal of any final judgment to the court with appellate jurisdiction over such appeal and a further appeal to the highest court of appeals in such jurisdiction. This agreement shall not provide coverage for an appeal that is frivolous and in bad faith or solely for the purposes of delay or harassment. This agreement provides no benefit for any incident that took place prior to the effective date of this Legal Services Contract or after its termination.

An emergency hotline is maintained and answered 24 hours a day for any Legal Service Contract Holder.

Upon request, an Independent Contracting Attorney is provided for legal advice regarding the use and carrying of firearms.

If the Legal Service Contract Holder tenders separate consideration for Multi-State Protection provided by U.S. Law Shield, the Legal Service Contract Holder shall be entitled to the same legal services and benefits as described herein for all 50 states and the Washington DC. Multi-State Protection applies to all legal services and benefits described herein, with the exception of the Bail Bond/Expert Witness Program outside of Kansas, and is subject to the limitations and exclusions provided herein.

If the Legal Service Contract Holder selects and tenders separate consideration to include protection for minor children, the Legal Service Contract Holder’s minor children shall be entitled to legal services and benefits described herein in the event the minor child is involved in a Use of a Firearm or Other Lawful Weapon. A minor child is a child age seventeen or under. Minor children are subject to the same limitations and exclusions provided in this Agreement.

The Legal Service Contract Holder will also receive:

Periodic updates on topics affecting gun owners;

Educational material concerning gun ownership, gun rights and the law; and

A membership card with a unique member number and emergency hotline.

#### Optional Good Samaritan Coverage

The legal services described in this section regarding Optional Good Samaritan Coverage shall be available to the Legal Service Contract Holder who enrolls and completes the U.S. Law Shield Training and Credentialing Program and obtains a U.S. Law Shield Certificate of Training Completion. The Effective Date of the legal services benefits is the Effective Date inscribed on the Certificate of Training Completion provided to Legal Service Contract Holder. This agreement shall continue in effect from the Effective Date until the termination, cancellation or non-renewal of the underlying U.S. Law Shield Legal Services Contract. Issuance of the U.S. Law Shield Certificate of Training Completion entitles the Legal Service Contract Holder to the following legal services by an Independent Contracting Attorney:

Legal representation is provided by an independent contracting attorney in the defense of any criminal or civil proceeding directly arising from an incident involving the Legal Service Contract Holder, in good standing, who has a "Good Samaritan Incident" as defined above, in the State of Kansas. Coverage for independent legal representation for these matters shall extend to and include a trial (including retrials) on the merits in a court or tribunal of competent jurisdiction, and a direct appeal, as described in the underlying Legal Services Contract. This agreement provides no benefit for any incident that took place prior to the effective date or after its termination. Nothing herein shall be construed to provide coverage for any civil claims or criminal charges unrelated to or not directly arising out of a Good Samaritan Incident.

All limitations and exclusions from the U.S. Law Shield Legal Service Contract shall apply to Good Samaritan Coverage, specifically including, but not limited to, the Family Violence Exclusion.

#### DEDUCTIBLES OR COPAYMENTS

There are no deductibles or copayments under this Legal Service Contract.

#### LIMITATIONS & EXCLUSIONS

In order for Legal Service Contract Holder to receive the benefits described in this Legal Services Contract, at the time of a use of a firearm or other lawful weapon incident occurs, the Legal Service Contract Holder must be in legal possession of a firearm or in legal possession of the other lawful weapon, and at the time of the use of a firearm or other lawful weapon the Legal Service Contract Holder must be in a location where Legal Services Contract Holder could legally possess a firearm or the other lawful weapon.

Neither U.S. Law Shield, nor any of U.S. Law Shield's Independent Contracting Attorneys will have an obligation under this contract to provide coverage to defend a Legal Service Contract Holder if at the time the Legal Service Contract Holder uses his or her firearm or other lawful weapon, the Legal Service Contract Holder was not in lawful possession of the firearm or other lawful weapon, or was in a location, without legal justification, where possession of a firearm or other lawful weapon is illegal under state, federal, or local law.

This Legal Service Contract specifically excludes legal representation in any criminal or civil actions for conduct that is not directly and specifically related to the Legal Contract Holder's use of a firearm or other lawful weapon for which justification is available as a defense.

This Legal Service Contract specifically excludes legal representation for the Legal Service Contract Holder's use of a firearm or other lawful weapon, if at the time of the use of the firearm or other lawful weapon; Legal Service Contract Holder was in the commission of any crime for which justification under state law is inapplicable.

Family Violence Exclusion. This Legal Service Contract specifically excludes providing legal representation from an Independent Contracting Attorney for any incident, criminal investigation or prosecution arising from the use of a firearm or other lawful weapon by the Legal Service Contract Holder against the Legal Service Contract Holder's current or former family member, household or dating relationship as defined by applicable state law.

#### TRANSFERABILITY & REIMBURSEMENT

The Legal Service Contract is not transferable and the benefits contained herein are not assignable and shall provide no amount of reimbursement of costs, fees or expenses not specifically covered by this contract.

#### CANCELLATION OF CONTRACT & REINSTATEMENT

A Legal Service Contract Holder may terminate the Legal Service Contract by providing U.S. Law Shield with written notice of the Legal Service Contract Holder's intent to terminate the contract not later than the seventh day after the date the Legal Service Contract Holder receives the contract.

If the Legal Service Contract is terminated by the Legal Service Contract Holder in accordance with Section A above and the Legal Service Contract Holder has not sought legal services under the contract before termination, the Legal Service Contract is void and U.S. Law Shield shall refund the Legal Service Contract Holder or credit the Legal Service Contract Holder's account the full purchase price of the contract.

U.S. Law Shield may cancel a Legal Service Contract by mailing a written notice of cancellation to the Legal Service Contract Holder to the last known address according to the records of U.S. Law Shield. U.S. Law Shield must mail notice before the fifth day preceding the effective date of the cancellation. The notice must state the effective date of the cancellation and the reason for cancellation.

U.S. Law Shield is not required to provide prior notice of cancellation if the Legal Service Contract is cancelled because of:

Nonpayment;

A material misrepresentation by the Legal Service Contract Holder to U.S. Law Shield;

A substantial breach of a duty by the Legal Service Contract Holder; or

Cancellation of the contract by the Legal Service Contract Holder to U.S. Law Shield.

There shall be a grace period of 31 Days. The Legal Service Contract will be reinstated, with full rights and benefits, provided the contract is not terminated pursuant to subsection D(ii) or D(iii) above and provided the Legal Contract Holder remits to U.S. Law Shield within a 31 day period all fees necessary to pay the Legal Service Contract to a current status, and provided no use of a firearm or other weapon has occurred during such 31 day period.

#### DUTIES OF LEGAL SERVICE CONTRACT HOLDER

Legal Service Contract Holder has a duty to promptly notify U.S. Law Shield if a use of a firearm or other weapon occurs by the Legal Services Contract Holder.

The Legal Service Contract Holder agrees to fully cooperate with any Independent Contracting Attorney in a defense at any legal proceeding, attend any and all court dates, court hearings, and other official appearances in connection with the charges in this matter.

It is agreed that the Legal Service Contract Holder will keep all appointments with U.S. Law Shield and, if an unexpected event occurs that prevents keeping an appointment, the Legal Service Contract Holder agrees to immediately notify U.S. Law Shield if an appointment cannot be kept.

The Legal Service Contract Holder agrees to promptly inform U.S. Law Shield of all changes in his or her address or telephone number.

Request for legal services shall be initiated by calling U.S. Law Shield's emergency hotline or phoning the office at 1 (877) 474-7184, or through email at support@texaslawshield.com. If you do not call or write there shall be no provision of legal services and you will not be provided with an Independent Contracting Attorney.

## GENERAL PROVISIONS

**Items Not Covered Under This Contract.** It is expressly understood that any expenses associated with investigators, expert witnesses, witnesses attendance, or other persons necessary to assist in the defense of the case, bail bonds, or other court fees shall be solely the responsibility of the Legal Services Contract Holder and paid directly by the Legal Service Contract Holder. This Legal Service Contract shall not cover expenses related to securing the testimony or evidence of any witness or expert witness, including but not limited to witness fees, witness travel expenses, and/or lodging, except as provided in the additional optional coverage under section IV.F, and shall not cover court costs, bonds and expenses related to appeals, records and transcripts.

No change in the contract is valid until the change has been approved by an executive officer of U.S. Law Shield and unless such change is endorsed or attached to the contract. There is no modification of the Legal Service Contract rates while it is in effect. Contract rates may be modified upon renewal of the Legal Service Contract on the anniversary date of sign up.

**Marketing/Advertising/Promotional Fees.** Legal Service Contract Holder acknowledges and agrees that one or more third-parties may receive compensation in connection with the marketing, sale or advertising of this Legal Service Contract, including marketing or advertising fees, salaries, contract payments, facility lease payments, commissions and/or passive commissions as authorized by applicable statutes, laws and rules.

**Resolution of Disputes.** Any and all complaints, claims, causes of action, suits, disputes or any other legal assertions between the Legal Service Contract Holder and U.S. Law Shield or any of its employees, agents, officers, directors, successors or affiliates shall be and must be submitted to binding arbitration in Harris County, Texas, pursuant to the terms and provisions of the American Arbitration Association. Legal Service Contract Holder expressly waives the right to proceed with any legal action, other than on an individual basis in an arbitration proceeding described herein. Legal Service Contract Holder specifically waives the right to proceed with arbitration in the nature of a class action or a class wide arbitration, and expressly waives the right to proceed in any court on a class basis or class action basis.

**Independence of Contracting Attorneys.** U.S. Law Shield is not a law firm and any legal services are provided by independent third-party contracting attorneys. If Legal Service Contract Holder seeks coverage under this agreement for a covered event under this contract, then Legal Service Contract Holder will have an attorney-client relationship solely with the Contracting Attorney and there shall be no interference with that attorney-client relationship by U.S. Law Shield. Nothing in this contract is intended to impair the ability of Legal Service Contract Holder from addressing the conduct of a Contracting Attorney with the State Bar of Kansas. All complaints about the legal services provided, professional misconduct, or claims that services were not provided, as the case may be, by a Contracting Attorney, are required by this contract to be addressed solely with the Contracting Attorney. Legal Service Contract Holder acknowledges that, separate and apart from the independent third-party contracting attorneys provided for under this contract, some owners or employees of U.S. Law Shield may be licensed attorneys. Those attorneys who are also employees or owners of U.S. Law Shield are NOT Contracting Attorneys under this agreement, will not be providing legal services to Legal Service Contract Holder, and will not have an attorney-client relationship with Legal Service Contract Holder at any time.

Legal Service Contract Holder may at all times retain counsel other than the Independent Contract Attorney provided under this contract, however, Legal Service Contract Holder shall be responsible for all attorneys' fees, cost and expenses of this different counsel and shall receive no reimbursement under this contract.

Subrogation rights – There are no subrogation rights under this Legal Services Contract.

It is expressly agreed and understood that NO PROMISES OR GUARANTEES as to the outcome of any case (past, current or future) have been made to Legal Service Contract Holder by U.S. Law Shield or Independent Contracting Attorney. It is further expressly agreed and understood that no other representations have been made to Legal Service Contract Holder, except for those set out in this contract.

Nothing in herein shall be construed or deemed to provide Legal Service Contract Holder with indemnification for or payment of any claims or damages for personal injury or property damage that may be asserted against the Legal Service Contract Holder, nor for any fines, levies, fees, damages, loss of property or other costs that may be assessed against Legal Service Contract Holder.

U.S. Law Shield of Georgia, LLC offers a legal service plan in the State of Kansas. This Legal Service Contract is not an insurance contract.

### LEGAL SERVICES CONTRACT PRICING

Legal Service Contract Price

Individual: \$131.40/year or \$10.95/month

Couples: \$240.00/year or \$21.90/month

Optional Coverage

Multi State Coverage Per Person: \$35.40/year or \$2.95/month

Minor Children: \$24.00/year or \$2.00/month

Hunter Shield: \$35.40/year or \$2.95/month

\*New Legal Service Contract Holder Packet, \$19.95, is a one-time, per member fee at sign up.