



Dear TNAA Employee,

I would like to take this opportunity to introduce an exciting new benefit that you will be able to participate in as an employee of TNAA as of January 1, 2019. Emerging in the benefits area is a concept of providing legal services much in the same way as HMOs work in the health care industry. Cost details can be found in the TNAA benefits guide or by reaching out to the HR Department.

We feel this service is a valuable added benefit and have made it available to all employees through payroll deduction. The service that has been selected is LegalShield based in Ada, Oklahoma. The LegalShield plan is designed to meet the most common legal needs you will encounter. Plan benefits emphasize preventive legal care to help keep minor legal problems from becoming serious-or financially devastating. Plan benefits include uncontested divorce, uncontested adoption, uncontested name change, residential loan document assistance, Will preparation and yearly updates, consultation services for any legal matter, letters and phone calls on your behalf, trial defense services, representation in court for moving traffic violations, IRS audit services, and more. Additionally, you may purchase an ID theft plan, which includes regular monitoring of credit activities and identity theft restoration for you and your spouse.

Here is a copy of the summary plan description. I encourage you to become acquainted with what this plan provides. Once again, I think this is an exciting new benefit and I look forward to your learning more about it.

If you have any questions about this benefit, please reach out to the Human Resources Department.

Sincerely,

Director of Human Resources

TRAVEL NURSE ACROSS AMERICA LLC

**PLAN DOCUMENT/ SUMMARY PLAN DESCRIPTION
FOR
EMPLOYEE LEGAL EXPENSE PLAN**

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PLAN DOCUMENT / SUMMARY PLAN DESCRIPTION

EMPLOYEE PREPAID LEGAL EXPENSE PLAN

Effective as of January 1, 2019

I. INTRODUCTION

Travel Nurse Across America LLC (the “Employer”) has established the **Travel Nurse Across America LLC LegalShield Plan** (the “Plan”) to provide personal legal service benefits to eligible Employees (and their spouses and dependents) of the Employer. This Plan Document/Summary Plan Description establishes and describes the terms and conditions of the Plan. The rules pertaining to eligibility, coverage, exclusions and limitations on coverage, and other rules pertaining to the Plan benefits, are set forth in the legal services membership contract (the “Plan Contract”) issued by Pre-Paid Legal Services, Inc. d/b/a LegalShield (“LegalShield”). The Plan Contract is incorporated herein by reference and, together with this Plan Document/Summary Plan Description, shall form the entire and complete Plan. The Plan Contract describes in detail the terms and conditions which will apply to LegalShield’s provision of benefits under the Plan, including the types of legal services covered by the Plan and any limitations and exclusions from coverage. In the event of any inconsistency between this Plan Document/Summary Plan Description, the terms of the Plan Contract will control. This Plan is intended to constitute an employee welfare benefit plan under the Employee Retirement Income Security Act of 1974, as amended.

This type of employee benefit plan is known as a legal expense plan. It is an employee welfare benefit plan designed to provide access to legal services for specific benefits set out in the Plan Contract, including preventive legal services, trial defense services and other legal assistance at a reduced rate. The services are provided through a network of participating law firms selected in the discretion of LegalShield. Lawyers in this network are called “Provider Attorneys.” Plan benefits are provided under the Plan Contract issued by LegalShield, One Pre-Paid Way, Ada, Oklahoma 74820; 800.654.7757 (otherwise known as LegalShield -295 (10/13)).

You are required to make a monthly contribution for this benefit; such payment will be deducted from your payroll on a weekly basis. The Employer does not make any contributions to this Plan.

The Employer reserves the right to amend or terminate the Plan at any time, in its discretion. If the Plan is terminated, all covered services then in process will be handled according to the terms and conditions of the Plan Contract.

LegalShield reserves the exclusive right to modify the Plan Contract. No change in the Plan Contract shall be valid until approved by an officer of LegalShield, and unless such change is endorsed on or attached to the Plan Contract. No agent or sales associate has authority to change the Plan Contract or to waive any of its provisions. Upon renewal of the Plan Contract, your Employer will be given thirty (30) days’ prior notice in the event LegalShield amends the Plan Contract.

The most recent Plan Contract, as it may be amended from time to time, is incorporated into and made a part of the Plan and the Plan Document/SPD. No representations, oral or otherwise, may change the terms of this Plan or the Plan Contract.

Upon enrollment in this Plan, a Plan Contract will be provided to you and you should read this Plan Contract carefully. If for some unforeseen reason a change is required in the plan contract, a revised contract will be mailed directly to the individual members.

The Plan does not constitute a contract of employment and participation in the Plan will not give any eligible employee the right to be retained in the service of any Employer nor any right or claim to any benefit under the Plan, unless such right or claim has specifically accrued under the terms of the Plan.

If you have any questions regarding the terms of the Plan or the explanations provided in this Plan Document/Summary Plan Description, you should contact the Plan Administrator.

II. GENERAL INFORMATION ABOUT THE PLAN

The Plan is known as a prepaid legal expense plan offered by your Employer through LegalShield. The Plan I. D. No. is **504**. The Plan Effective Date is January 1, 2019.

This Plan is sponsored by Travel Nurse Across America LLC. The Employer's I. D. number is 20-1068277.

The Plan is administered by Travel Nurse Across America LLC. Cheryl Harris is the contact person, the mailing address is Ste 2, 5020 Northshore Dr, North Little Rock, AR 72118. The primary duties of the Plan Administrator are to administer the Plan, to prepare all necessary disclosure and reporting documents and submit them, as required, to appropriate governmental agencies, to provide the disclosure documents to Plan members. The Plan Administrator assists employees in understanding the terms of the benefits being offered, prepares payroll deductions and forwards all collected funds to LegalShield in a timely fashion. Other duties include assisting employees in obtaining the full range of benefits offered under the Plan; and performing any other duties necessary to the effective administration of the Plan. The Employer is the named fiduciary of the Plan within the meaning of ERISA and is responsible for the administration and operation of the Plan. LegalShield shall be responsible for the review of adverse benefits determinations under the Plan and, for that purpose only, shall be a named fiduciary of the Plan within the meaning of ERISA.

The designated agent for service of legal process is Cheryl Harris, Director of Human Resources, Travel Nurse Across America LLC, at Ste 2, 5020 Northshore Dr, North Little Rock, AR 72118.

III. ELIGIBILITY AND PARTICIPATION

Eligible Employees. You must be a full-time employee who is a resident of the United States to be eligible to participate in the Plan. Full time means active employees of the Employer who generally work at least 30 hours per week; independent contractors are not employees and are ineligible for this Plan.

Covered Persons under the Plan Contract include an eligible employee who is currently enrolled in the Plan and his or her eligible spouse and dependents. The definition of an eligible dependent is:

- Employee's spouse or domestic partner
- Never married dependent children of the employee, or the employee's spouse, under 26 years of age who are permanent residents of the employee's household or full-time students.
- Children under 18 years of age for whom the employee, or the employee's spouse, is the legal guardian.
- Any dependent child, regardless of age, who is physically disabled or mentally incapacitated resulting in an inability to make legally binding decisions and is (i) unable to be employed; (ii) 51% or more financially dependent on the employee or employee's spouse and (iii) lives at home with the employee or employee's spouse.
- A dependent is the natural or adopted child of the employee or employee's spouse unless otherwise specified.

Entry Dates. You will become a member of the Plan on the date of enrollment and acceptance by LegalShield

IV. FUNDING; CONTRIBUTIONS TO THE PLAN

If you voluntarily choose to participate in the Plan, you will be required to make regular contributions to pay for the Plan benefits. The Employer does not make any contributions toward the cost of Plan benefits. The Employer will facilitate your elective contributions by deducting your contributions from your paycheck and remitting them to LegalShield in accordance with the Plan Contract. No trust or other fund is maintained in connection with the Plan.

Under the Universal Membership Application and Plan Contract, each member is obligated, upon enrollment, to contribute at the rate listed below.

Family Legal Plan	\$18.95 per month
Family IDShield Plan	\$18.95 per month
Family Legal + Family IDShield	\$33.90 per month
Family Legal + Individual IDShield	\$27.90 per month
Individual IDShield Plan	\$8.95 per month

V. SCOPE OF COVERAGE UNDER THE PLAN

Following is a summary of Plan benefits. The terms and conditions of eligibility, coverage, exclusions and limitations on coverage, and the additional rules pertaining to the benefits of Covered Persons under the Plan, which are not otherwise set forth herein, are described in the Plan Contract which is incorporated in its entirety by reference.

Legal Plan. The LegalShield expense plan being offered to you incorporates a range of benefits that will help to protect you and your eligible family members by providing preventive legal

services, trial defense services and other legal assistance at a reduced rate. A Provider Attorney network extends legal services to you.

A Provider Attorney is the specific attorney or law firm under contract with LegalShield designated to answer your legal questions and handle matters covered by Plan Contract terms. The following summary is designed to accurately and briefly outline plan benefits being extended to you.

FAMILY LEGAL PLAN

Telephone Consultation. A Covered Person may receive toll-free telephone consultations on an unlimited number of personal legal matters. Consultations are available to the extent the Provider Attorney deems it necessary to adequately advise the Covered Person on the legal matter. Additionally, the Provider Attorney, in his/her Professional Judgment, may provide up to one hour of legal research concerning the matter if the legal matter cannot be adequately addressed during the telephone consultation. For this consultation and advice, the Covered Person will call the telephone number listed on the membership card during regular office hours, except on holidays.

Letter or Telephone Call. If the Provider Attorney, in his/her Professional Judgment, determines from the toll-free consultation with the Covered Person that either a telephone call or a letter would be of further assistance to the Covered Person, then the first such letter or telephone call (for each non-related personal legal subject matter per Membership Year) will be written or made on behalf of the Covered Person. Any additional telephone calls or letters from the Provider Attorney after the first one per subject per Membership Year will be provided under the Preferred Member Discount.

Document Review. After consultation, the Covered Person may submit for review any personal legal document of 15 pages or less relating to the consultation, in which the Covered Person is a contracting party. Document review does not include review of a document(s) for use in ongoing court proceedings or lawsuits, such as petitions, complaints, or requests or motions for court determination. The Covered Person shall provide a copy of the document to be reviewed, retaining the original, to the Provider Attorney. The Provider Attorney will review the copy and advise the Covered Person by telephone consultation on any areas of concern and the legal implications of those provisions and their conformity to State and Federal law. Any editing or negotiations concerning the document are available under the Preferred Member Discount your provider lawyer's standard hourly rate.

24/7 EMERGENCY ACCESS

The Covered Person may receive toll-free telephone access to the Provider Attorney on a 24-hour per day basis by calling the emergency number on the Covered Person's membership card in order to consult with the Provider Attorney only when:

1. The Covered Person is detained by a Law Enforcement Officer. (A "Law Enforcement Officer" is any representative of any federal, state, or local law enforcement agency while that representative is acting in an official capacity or any private security personnel acting in the course of such person's employment). "Detained" means being restrained, searched or deprived of immediate liberty by a Law Enforcement Officer.

2. The Covered Person is detained or questioned by a Law Enforcement Officer or any representative of a federal, state, or local child welfare agency while the representative is acting in an official capacity regarding any minor child in the Covered Person's custody or control, or any dependent child of the Covered Person.

3. The Covered Person is involved in an automobile or motorcycle accident that results in bodily harm or physical injury.

4. The Covered Person is served with a warrant. The telephone access provided is subject to conditions imposed by the detaining or questioning authority, which may prevent a Provider Attorney from communicating with the Covered Person on an immediate basis.

24/7 Emergency Access Exclusion:

Assistance in making, posting, or obtaining bond, bail, or other security required for release.

RESIDENTIAL LOAN DOCUMENT SERVICES

When buying their primary residence, the Member and Member's spouse, are entitled to have any and all residential loan documents, as may be required by the lending institution or by law and not otherwise provided or prepared by the seller, lender, or other third party, prepared by the Provider Attorney. All information necessary for the preparation of the documents must be provided to the Provider Attorney at least five business days prior to the closing date. Legal Services under this paragraph are available once each Membership Year for the Member's primary residence. Any documents prepared by a third party may be reviewed by the Provider Attorney prior to closing, provided they are submitted to the Provider Attorney at least five business days prior to the closing date. This Service does not include review of the abstract or preparation of a Title Opinion or the Provider Attorney's presence at closing.

FAMILY & DOMESTIC RELATED SERVICES

Each of the following Family and Domestic Related Services described in this section become available after your membership has been active for 90 consecutive days from the Effective Date. These Services are excluded from any proceedings that have already been initiated.

A. Uncontested Separation or Annulment. The Member is entitled to Services relating to an uncontested legal separation or uncontested civil annulment if available in the state of the Member's primary residence. Uncontested separation or uncontested civil annulment is defined as a separation or annulment where neither the Member nor Member's spouse is represented by counsel and all issues are agreed upon in writing by the parties without negotiation by the Provider Attorney. Services for a contested separation or contested civil annulment are available under the Preferred Member Discount. If, in the Provider Attorney's Professional Judgment, an uncontested legal separation or uncontested annulment becomes contested, subsequent Services will then be available under the Preferred Member Discount.

B. Uncontested Divorce. The Member is entitled to Services relating to an uncontested divorce. Uncontested divorce is defined as a divorce where neither the Member nor Member's spouse is represented by counsel and issues are agreed upon by the parties, in writing, without the negotiation by the Provider Attorney, and net material assets of the marriage are under \$500,000.

If a court or third party modifies any terms previously agreed upon by the Member and Member's spouse, the matter will become contested, unless both parties agree to the changes. If the court with jurisdiction over the divorce action changes or denies any term of an agreed upon decree, the divorce shall then be considered contested and services then provided under the Preferred Member Discount. Any division of retirement benefits or determination of a QDRO (Qualified Domestic Relations Order) is not covered and is the responsibility of the Member. Preparation and filing of documents affecting the property ownership or encumbrances on property are not included. These Services are available under the Preferred Member Discount. If, in the Provider Attorney's Professional Judgment, an uncontested divorce becomes contested or negotiated, subsequent Services will then be available under the Preferred Member Discount. Any post-decree legal issues are available under the Preferred Member Discount.

C. Uncontested Adoption. An uncontested adoption is defined as an adoption where all parties have agreed in writing to the adoption, all required consents are obtained and the adoption is not contested or challenged. If, in the Provider Attorney's Professional Judgment, an uncontested adoption becomes contested, subsequent Services are available under the Preferred Member Discount. Guardianship proceedings are excluded.

D. Uncontested Name Change. A Covered Person is entitled to Services relating to an uncontested name change prepared by the Provider Attorney. An uncontested name change is defined as a name change where all required consents are obtained and the name change is not contested or challenged. This Service includes the preparation for and attendance at, if required, the initial hearing to obtain the change in name. Preparation of any required publication notice and any governmental documentation such as fingerprints and criminal history checks are available under the Preferred Member Discount.

ESTATE PLANNING SERVICES

A. Last Will & Testament. A Covered Person is entitled to have a Last Will and Testament prepared by the Provider Attorney. The Last Will and Testament may include a codicil or amendment and may include the creation of a testamentary children's trust. Any other provisions in the Will regarding planning for estate taxes, complex distributions, and special needs trusts, will be provided pursuant to the Preferred Member Discount. These Services do not include the distribution for any assets outside of the United States. The Covered Person desiring a Last Will and Testament must complete a Will Questionnaire furnished by the Company and return it to the Provider Attorney. Execution and storage of the Last Will and Testament shall be the sole responsibility of the Covered Person. The Covered Person shall be entitled once during each Membership Year to have the Provider Attorney review his/her Last Will and Testament and make any necessary changes. The Covered Person has the sole responsibility to initiate the annual review and such review rights do not accrue from year to year.

B. Health Care Power of Attorney. A Covered Person will be entitled to have a Health Care Power of Attorney prepared according to his/her instructions and conforming to state law. Execution and storage of the Health Care Power of Attorney shall be the responsibility of the Covered Person. The Covered Person shall be entitled once during each Membership Year, to have the Provider Attorney review his/her Health Care Power of Attorney to make any necessary changes.

C. Physician's Directive/Living Will. A Covered Person will be entitled to have a Directive to Physician/Living Will form prepared which conforms to state law. Execution and storage of the document shall be the responsibility of the Covered Person. The Covered Person shall be entitled once during each Membership Year, to have the Provider Attorney review his/her Directive to Physician/Living Will to make any necessary changes.

MOTOR VEHICLE RELATED SERVICES

Legal services requested for the following Motor Vehicle Related Services are available 15 days after the Effective Date of this Contract. Services are not available for any matter arising or reasonably anticipated prior to the expiration of the 15 day waiting period.

If the Covered Person, while driving any Licensed Motor Vehicle, with the express consent and permission of the Licensed Motor Vehicle's owner, shall become involved in a motor vehicle accident, have a collision or be charged with a moving traffic violation, the Covered Person will be entitled to the following Services from the Provider Attorney, in the court of original jurisdiction.

A. Defense of all moving traffic violations except for those violations that result in misdemeanor or felony charges.

B. Defense of the Covered Person on any criminal charge for Manslaughter, Involuntary Manslaughter, Negligent Homicide, or Vehicular Homicide, arising from the permitted use of a Licensed Motor Vehicle.

C. A total of 2.5 hours of attorney time in each of the following situations:

1. When the Covered Person has been denied a driver's license or a driver's license has been cancelled, suspended or revoked by the issuing authority in a situation where a right to appeal is provided by statute.

2. When legal assistance is needed to reinstate or maintain a driver's license because of job related matters or medical reasons.

D. The Provider Attorney will provide a Covered Person with assistance up to, but not including, the filing of a lawsuit to collect all property damage claims of \$5,000.00 or less. These services are available for property damages incurred as a result of the Covered Person driving, being a passenger in, or being struck by any motor vehicle. Such assistance is limited to 2.5 hours of attorney time per property claim.

E. Traffic tickets must be submitted to the Provider Attorney at least five working days prior to the appearance date to receive Motor Vehicle Related Services.

Motor Vehicle Related Exclusions:

1. Pre-existing Conditions which are defined as those acts or events which give rise to the issuance of a citation for a moving traffic violation and which are alleged to have occurred prior to 15 days after the Effective Date of this Contract, even though the citation or ticket might not be issued until after 15 days following the Effective Date of this Contract.

2. Any matter in which it is alleged that the Covered Person is under the influence of or impaired by the use of alcohol, intoxicants, controlled substances, chemicals or medicines, whether prescribed or not.

3. Any matter where, in the Professional Judgment of the Provider Attorney, a claim, defense or legal position cannot prevail in court. This includes matters that are considered frivolous, groundless or without merit.

4. Any matter associated with driving a Commercial Vehicle. A Commercial Vehicle is defined as any motor vehicle being driven by a Covered Person for commercial or income-producing purposes.

5. Any matter associated with hit-and-run related charges, leaving the scene of an accident or similar charges, or criminal charges, except as provided above.

6. Any matters, tickets or violations which do not adversely impact a driving record or insurance record.

7. Any matter associated with charges that a Covered Person is driving without a valid operator's license, statutorily required insurance, proper registration or inspection, or properly working equipment.

8. Any appeal or any other post judgment relief action, including any matters or actions that must be filed in a different court for reconsideration or review.

TRIAL DEFENSE SERVICES

A. If the Member or Member's spouse is the defendant in a covered civil action filed in a state or federal district court, Services shall be provided as outlined in the schedule below. The number of hours are available to use on all covered lawsuits filed during that Membership Year. If more than one covered lawsuit is filed against a Member or the Member's spouse in a given year, the hours remaining at the conclusion of the first lawsuit may be used for the subsequent lawsuit. In no event will the number of available hours exceed the annual maximum number of hours, regardless of how many lawsuits are filed during any one Membership Year. Hours that are not used during the Membership Year expire at the end of the Membership Year and do not roll over to subsequent Membership Years. The Member must continue his/her membership while any covered action is pending in order to receive services.

Schedule:

1. First Membership Year: 60 hours of Trial Time, of which 2.5 hours may be used for Pre-Trial Time.
2. Second Membership Year: 120 hours of Trial Time, of which 3 hours may be used for Pre-Trial Time.
3. Third Membership Year: 180 hours of Trial Time, of which 3.5 hours may be used for Pre-Trial Time.
4. Fourth Membership Year: 240 hours of Trial Time, of which 4 hours may be used for Pre-Trial Time.
5. Fifth Membership Year: 300 hours of Trial Time, of which 4.5 hours may be used for Pre-Trial Time.

B. Pre-Trial Time, in the schedule above, is defined as Provider Attorney time rendered in defense of a covered lawsuit prior to the date of jury selection (in a jury trial) or opening statements (in a non-jury trial). This will include, but is not limited to, time before jury empaneling and opening statements, settlement conferences, telephone conversations, pre-trial conferences with the tribunal or judge, depositions, discovery, preparation of pleadings or motions and briefs, including motions for summary judgment.

C. Trial Time, in the schedule above, is defined as Provider Attorney time rendered in defense of a covered lawsuit from the date of and including jury selection (in a jury trial) or opening statements (in a non-jury trial) to the date of verdict or bench decision. Trial Time is limited to up to 8 hours per trial day and may include attorney time both in and out of the courtroom.

Trial Defense Services Exclusions:

1. Defense of any criminal charge.
2. Any lawsuit involving alcohol, drugs, substance abuse, chemical abuse or dependency or the use of medicines, whether prescribed or not, hit-and-run charges or leaving the scene of an accident.
3. Any matter against a Covered Person which arises as a result of business matters or interests (regardless of the form of the entity), or employment matters including:
 - a. Ownership, management, or association with a business, partnership, or corporate entity, or trust.
 - b. Any income producing property or venture regardless of the full-time or part-time nature.
4. Dependents, other than the Member's spouse, are not entitled to services under Trial Defense Services.
5. Assistance in matters relating to dissolution of marriage, separation, annulment, child custody or other divorce or domestic related issues, to bankruptcy proceedings, including adversary proceedings, or to any other matters for which Services are provided under other provisions of this Contract.
6. Class actions, amicus curiae filings or interventions filed in which the Covered Person is a party or potential party.
7. Pre-existing Conditions. Pre-existing Conditions for Trial Defense Services are defined as those acts which give rise to a lawsuit which are alleged to have occurred prior to the Effective Date, even if the lawsuit was filed after such Effective Date.
8. Any matter where, in the Professional Judgment of the Provider Attorney, a claim, defense or legal position is not likely to prevail in court. While the suit may be excluded from Trial Defense Services, the Provider Attorney may, in his/her discretion, provide assistance under the Preferred Member Discount for a possible resolution of the matter or other services deemed appropriate.

9. Garnishment, attachment, collection, appeal or any other post judgment relief action, including any matters or actions that must be filed in a different court for reconsideration or review and any arbitration, mediation, administrative proceedings, or other disputes, matters and actions outside a court of law and before a third party decision maker.

10. Counter claims where the Covered Person initiated a lawsuit.

11. Any matter where a Covered Person is acting on behalf of, or representing, another party (for example: executor, administrator, guardian or trustee).

IRS AUDIT LEGAL SERVICES

A. The Covered Person will receive up to 50 hours of services from the Provider Attorney when he/she is notified in writing by the Internal Revenue Service (the "IRS") of an audit, investigation or examination of his/her tax return or when he/she is requested, in writing, to appear at the offices of the IRS concerning his/her tax return.

B. Coverage for IRS Legal Services begins with any tax return due on April 15th of the same year as the Effective Date.

C. IRS Audit Legal Services shall be provided as follows:

1. Up to one hour of Services from the Provider Attorney within the first 30 days for consultation, advice and/or assistance, upon receipt of written notice from the IRS that the Covered Person's tax return is being audited, investigated or examined or when requested in writing to appear at the offices of the IRS concerning his/her tax return.

2. Up to 2.5 hours beginning on the 31st day for representation at the audit and for negotiations, conferences, and telephone conversations with the attorney and settlement conferences subsequent thereto, but prior to a lawsuit.

3. Up to the balance of 46.5 hours in Trial Time or services for actual trial appearance when the IRS sues the Covered Person or, after paying the disputed tax, the Covered Person sues the IRS.

Trial

Time is defined as Provider Attorney time rendered in defense of a covered lawsuit from the date of and including jury selection (in a jury trial) or opening statements (in a non-jury trial) to the date of verdict or bench decision. Trial Time is limited to up to 8 hours per trial day and may include attorney time both in and out of the courtroom.

IRS Audit Legal Services Exclusions:

1. Garnishment, attachment or any other post judgment relief action.

2. Charges of tax fraud or income tax evasion.

3. Trust returns, business and/or corporate tax returns, payroll and information returns, partnerships, corporation returns or portions thereof that are included in the Covered Person's tax returns.

4. Pre-existing Condition(s) which, for IRS Audit Legal Services, includes any event, investigation or notice from the IRS that the Covered Person knew of or had been notified of prior to the Effective Date.

5. Audits, examinations, or investigations where a professional preparer or an IRS enrolled agent is making a defense available, are not available for IRS Audit Legal Services.

6. Requests by the IRS asking for additional information to be supplied by mail or telephone before written notification of an audit is received.

PREFERRED MEMBER DISCOUNT

During the term of your Contract, a Covered Person may use the Provider Attorney for legal matters that are not otherwise provided by this Contract. The Covered Person will be entitled to services at a 25% discount of the standard hourly rate subject to the Provider Attorney's Professional Judgment and a separate Attorney-Client Contract. This does not apply to contingency fee matters or flat fee arrangements, which may be negotiated at a separate rate with the Provider Attorney.

IDSHIELD FAMILY PLAN

Identity Consultation Service

Members have unlimited access to identity consultation services provided by Kroll's Licensed Investigators. The Investigator will advise members on best practices for identity management tailored to the member's specific situation and should there be an identity theft event, the investigator will recommend that a case be opened for restoration. Members have access to member support agents and 24/7/365 for emergency situations. Kroll's Licensed Investigators will be available to answer questions regarding ID Theft and Fraud issues from 7am to 7pm central time, Monday through Friday excluding major holidays.

All members are eligible to receive the following consultative services:

- Privacy and Security Best Practice
- Consult on best practices for the use and protection of a consumer's Social Security number and Personal Identifying Information (PII)
- Provide consultation on current trends related to ID theft and fraud issues
- Discuss best practices for financial transactions
- Consult on best practices for consumer privacy
- Discuss tactics and best practices while shopping and communicating online
- Provide the knowledge to best protect the member from ID Theft using their rights under federal and state laws
- Help members interpret and analyze their credit report
- Take steps to reduce pre-approved credit card offers
- Consult with members regarding a public record inquiry or background search
- Credit Freeze consultation
- Consultation on common scams and schemes, including email and social media

Event Driven Consultation Support

- Lost/Stolen wallet assistance
- Data Exposure/Data Breach safeguards
- With Member's permission, facilitate the placement of 90-day fraud security alerts with credit reporting agencies. If permission is not given, provide a list of contact phone numbers for placing fraud alerts

Alerts and Notifications

- Monthly identity theft updates to help educate and protect members
- Data breach notifications delivered to members

Confirm Identity Fraud and its Severity

- Social Security Number Fraud Detection - Use Social Security Number Skip Trace technique to investigate the member's name & Social Security Number to identify potentially fraudulent activity using industry-unique database access afforded by credentials of Licensed Investigators
- Consultation and education on Criminal and Medical Identity Theft
- Discovery and consultation on Deceased and Minor Identity Theft
- Sex Offender Searches

Consultation Services are limited to the solutions, best practices, legislation, and established industry and organizational procedures in place in the United States and Canada as determined beneficial or productive by a Kroll Licensed Investigator.

Privacy Monitoring**Black Market Website Surveillance (Internet Monitoring)**

Monitors global black-market websites, IRC (internet relay chat) channels, chat rooms, peer to peer sharing networks, and social feeds for a member's Personally Identifiable Information (PII), looking for matches of:

- Name
- Date of birth
- Social Security number
- Emails (up to 10)
- Phone numbers (up to 10)
- Driver's License number
- Passport Number
- Medical ID numbers (up to 10)

When an exact match for the monitored information is found, the member is alerted with an email notification. The detail of the alert can be accessed via the service portal dashboard.

Address Change Verification

Keeps track of a personal mailing address and alerts when a change of address has been requested through the United States Postal Service. An initial baseline report is provided of activity within the last 18 months and monitoring thereafter provides alerts whenever a new change of address request is made.

The detail of the alert can be accessed through the member dashboard on www.myidshield.com. This service can be accessed immediately by the member via the service portal dashboard.

Security Monitoring

Black Market Website Surveillance (Internet Monitoring)

Monitors global black-market websites, IRC (internet relay chat) channels, chat rooms, peer to peer sharing networks, and social feeds for a member's Personally Identifiable Information (PII), looking for matches of:

- SSN
- Credit card numbers (up to 10)
- Bank account numbers (up to 10)

When an exact match for the monitored information is found, the member is alerted with an email notification. The detail of the alert can be accessed through the member dashboard on www.myidshield.com.

Court Records Monitoring

Detects criminal activity that may be associated with an individual's personal information, alerting them to signs of potential criminal identity theft. This service searches for online court records that match the member's name and date of birth from county courts, Department of Corrections (DOC), Administration of the Courts (AOC), and other legal agencies - approx. 350 million criminal records searched. Court records are sourced from county, state and federal data sources. County records are sourced from the 250 most populous counties along with arrest records, court records, correctional records and State Department records. If an incident appears associated with the member's information, they will be notified via alert.

Credit Monitoring

Members have access to continuous credit monitoring through TransUnion only. Monitoring can be accessed immediately by the member via the service portal dashboard. Credit activity will be reported promptly to the member via an email alert. Monitoring does not affect an individual's credit score, nor does it appear as a hard inquiry on his or her credit report when accessed by a third party. The credit monitoring service will alert members to activity up to and including new delinquent accounts, fraud alerts, improved account, new account, new address, new bankruptcy, new employment, new account inquiry, and new public records.

Credit Inquiry Alerts

Members will be notified via email when a creditor requests their TransUnion credit file for the purposes of opening a new credit account. Alerts may also be triggered when a creditor requests a member's credit file for changes that would result in a new financial obligation, such as a new cell phone account, a lease for a new apartment, or even for an application for a new mortgage. Inquiry alerts can be helpful in determining when an identity thief is opening a new account without the member's authorization.

Quarterly Credit Score Tracker

A quarterly credit score from TransUnion that plots the member's score quarter by quarter on a graph. Upon enrollment and quarterly thereafter, members will be able to see how their credit scores have changed over time, along with score factors that provide insight into what events may have caused their specific credit score to change.

Payday Loan Monitoring

Alerts the subscriber when their personal information is associated with short-term, pay day, or similar cash-advance loans. The service monitors 21,000 online, rent-to-own, and payday lender storefronts for unauthorized activity. An initial report is provided, and monitoring is provided on a monthly basis. An alert is generated whenever new loans or inquiries are detected.

Minor Identity Protection (Formerly Safeguard for Minors)

Allows Parents/Guardians of up to 8 minors under the age of 18 to monitor for potential fraudulent activity associated with their child's SSN. Unauthorized names, aliases and addresses that become associated with a minor's name and date of birth may be detected. The service monitors public records in all 50 States and including; real estate data, new mover information, property and recorder of deed registration, county assessor/record data, internet job site providers, state occupational license data providers, voter information, public records/court proceedings, bankruptcies, liens, and judgments. Parents/Guardians are provided a baseline scan, subsequent alerts and notifications thereafter.

Identity Restoration**Licensed Investigators**

Kroll's Licensed Investigators perform the bulk of the restoration work required to restore a member's identity to pre-theft status. The following list outlines Kroll's typical identity restoration process. Please note that each case is unique and Kroll Licensed Investigators will typically address a variety of issues during a restoration case.

Within 1 business day of receiving a fully executed Limited Power of Attorney and copies of the Member's Social Security card, driver's license, identity theft police report and most recent utility statement - complete with the Member's current name and address - Kroll shall:

- Notify the Social Security Administration (SSA), the Federal Trade Commission (FTC), and the U.S. Postal Inspection Service in cases where there is evidence the U.S. Postal Service was used in connection with the suspected fraud
- Place/confirm that 90 day fraud security alerts have been placed with the three credit bureaus

After receiving the Credit Authorization Form, Kroll shall:

- Order a copy of the Member's credit report
- Review credit history and document if fraud includes items such as:
 - Public records: Liens, judgments, bankruptcies
 - Credit accounts: New and/or derogatory
 - Addresses
 - Prior employment
- Issue Fraud Alert and notification of fraud dispute - Work with affected financial institutions, collection agencies, check clearinghouse companies, landlords and property managers, and/or credit card companies, where warranted.

- Issue Fraud Victim Statements - Work with all three credit bureaus to restore credit accuracy and place seven-year fraud victim statements with the permission of the victim.

Where warranted, Kroll will:

- Search victim's local county criminal data to detect criminal activity being committed in member's name
- Use the U.S. Criminal Records Indicator to search a wide variety of national criminal databases
- Search victim's State Department of Corrections records, court records, and arrest logs from numerous states
- Perform a driver license search using public records and commercially available data to find associated reports from numerous states.
- Perform a Social Security trace to look for additional addresses that may be attached to the victim's name
- Perform a death indicator search using public records and commercially available data sources to determine if the victim has been reported as deceased for insurance fraud or other reasons
- Perform a check-clearinghouse search to determine if victim's name has been submitted as having been involved in fraudulent banking activities
- Notify the DMV and instruct victim on proper procedures in dealing with the DMV
- Notify and work with creditors who have extended credit due to misuse of the victim's identifying information
- Notify and work with the collection agencies of those creditors
- Notify and work with law enforcement personnel, both local and federal

If disputes are not resolved according to the victim's legal rights, Kroll may escalate disputes to the appropriate government/regulatory agencies, including:

- Federal Trade Commission
- State Attorney General office by state
- Consumer Financial Protection Bureau
- Association of Collection Professionals International
- Comptroller of the Currency
- Federal Reserve Bank
- Office of Thrift Supervision
- Office of the Inspector General
- Provide the additional assistance of investigators who can reasonably assist based on the victim's issues

In all cases, Kroll provides:

- Follow-up credit reports
- Subscriber updates

Legal Remedy - Any Stolen Identity Event where the Member is unwilling or unable to prosecute or otherwise bring a civil or criminal claim against any person culpable or reasonably believed to be culpable for the fraud or its consequences.

Dishonest Acts - Any dishonest, criminal, malicious or fraudulent acts, if the Member(s) that suffered the fraud personally participated in, directed or had knowledge of such acts.

Financial Loss - Any direct or indirect financial losses attributable to the Stolen Identity Event, including but not limited to, money stolen from a wallet, unauthorized purchases of retail goods or services online, by phone, mail or directly.

Pre-existing Stolen Identity Event Limitations - Any circumstance wherein the member had knowledge of, or reasonably should have had knowledge of a pre-existing Stolen Identity Event based on information provided to them prior to enrollment in the program.

Business - The theft or unauthorized or illegal use of any business name, DBA or any other method of identifying business (as distinguished from personal) activity.

Third Parties not Subject to U.S. or Canadian Law-Restoration services do not remediate issues with third parties not subject to United States or Canadian law that have been impacted by an individual's Stolen Identity Event, such as financial institutions, government agencies, and other entities.

IDSHIELD INDIVIDUAL PLAN

Identity Consultation Services

Members have unlimited access to identity consultation services provided by Kroll's Licensed Investigators. The Investigator will advise members on best practices for identity management tailored to the member's specific situation and should there be an identity theft event, the investigator will recommend that a case be opened for restoration. Members have access to member support agents and 24/7/365 for emergency situations. Kroll's Licensed Investigators will be available to answer questions regarding ID Theft and Fraud issues from 7am to 7pm central time, Monday through Friday excluding major holidays. All members are eligible to receive the following consultative services:

- Privacy and Security Best Practice
- Consult on best practices for the use and protection of a consumer's Social Security number and Personal Identifying Information (PII)
- Provide consultation on current trends related to ID theft and fraud issues
- Discuss best practices for financial transactions
- Consult on best practices for consumer privacy
- Discuss tactics and best practices while shopping and communicating online
- Provide the knowledge to best protect the member from ID Theft using their rights under federal and state laws
- Help members interpret and analyze their credit report
- Take steps to reduce pre-approved credit card offers
- Consult with members regarding a public record inquiry or background search
- Credit Freeze consultation
- Consultation on common scams and schemes, including email and social media

Event Driven Consultation Support

- Lost/Stolen wallet assistance
- Data Exposure/Data Breach safeguards

- With Member's permission, facilitate the placement of 90-day fraud security alerts with credit reporting agencies. If permission is not given, provide a list of contact phone numbers for placing fraud alerts

Alerts and Notifications

- Monthly identity theft updates to help educate and protect members
- Data breach notifications delivered to members

Confirm Identity Fraud and its Severity

- Social Security Number Fraud Detection - Use Social Security Number Skip Trace technique to investigate the member's name & Social Security Number to identify potentially fraudulent activity using industry-unique database access afforded by credentials of Licensed Investigators
- Consultation and education on Criminal and Medical Identity Theft
- Discovery and consultation on Deceased and Minor Identity Theft
- Sex Offender Searches

Consultation Services are limited to the solutions, best practices, legislation, and established industry and organizational procedures in place in the United States and Canada as determined beneficial or productive by a Kroll Licensed Investigator.

Privacy Monitoring

Black Market Website Surveillance (Internet Monitoring)

Monitors global black-market websites, IRC (internet relay chat) channels, chat rooms, peer to peer sharing networks, and social feeds for a member's Personally Identifiable Information (PII), looking for matches of:

- Name
- Date of birth
- Social Security number
- Emails (up to 10)
- Phone numbers (up to 10)
- Driver's License number
- Passport Number
- Medical ID numbers (up to 10)

When an exact match for the monitored information is found, the member is alerted with an email notification. The detail of the alert can be accessed via the service portal dashboard.

Address Change Verification

Keeps track of a personal mailing address and alerts when a change of address has been requested through the United States Postal Service. An initial baseline report is provided of activity within the last 18 months and monitoring thereafter provides alerts whenever a new change of address request is made.

The detail of the alert can be accessed through the member dashboard on www.myidshield.com. This service can be accessed immediately by the member via the service portal dashboard.

Security Monitoring

Black Market Website Surveillance (Internet Monitoring)

Monitors global black-market websites, IRC (internet relay chat) channels, chat rooms, peer to peer sharing networks, and social feeds for a member's Personally Identifiable Information (PII), looking for matches of:

- SSN
- Credit card numbers (up to 10)
- Bank account numbers (up to 10)

When an exact match for the monitored information is found, the member is alerted with an email notification. The detail of the alert can be accessed through the member dashboard on www.myidshield.com.

Court Records Monitoring

Detects criminal activity that may be associated with an individual's personal information, alerting them to signs of potential criminal identity theft. This service searches for online court records that match the member's name and date of birth from county courts, Department of Corrections (DOC), Administration of the Courts (AOC), and other legal agencies - approx. 350 million criminal records searched. Court records are sourced from county, state and federal data sources. County records are sourced from the 250 most populous counties along with arrest records, court records, correctional records and State Department records. If an incident appears associated with the member's information, they will be notified via alert.

Credit Monitoring

Members have access to continuous credit monitoring through TransUnion only. Monitoring can be accessed immediately by the member via the service portal dashboard. Credit activity will be reported promptly to the member via an email alert. Monitoring does not affect an individual's credit score, nor does it appear as a hard inquiry on his or her credit report when accessed by a third party. The credit monitoring service will alert members to activity up to and including new delinquent accounts, fraud alerts, improved account, new account, new address, new bankruptcy, new employment, new account inquiry, and new public records.

Credit Inquiry Alerts

Members will be notified via email when a creditor requests their TransUnion credit file for the purposes of opening a new credit account. Alerts may also be triggered when a creditor requests a member's credit file for changes that would result in a new financial obligation, such as a new cell phone account, a lease for a new apartment, or even for an application for a new mortgage. Inquiry alerts can be helpful in determining when an identity thief is opening a new account without the member's authorization.

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Where warranted, Kroll will:

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- Perform a death indicator search using public records and commercially available data sources to determine if the victim has been reported as deceased for insurance fraud or other reasons
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If disputes are not resolved according to the victim's legal rights, Kroll may escalate disputes to the appropriate government/regulatory agencies, including:

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- State Attorney General office by state
- Consumer Financial Protection Bureau
- Association of Collection Professionals International
- Comptroller of the Currency
- Federal Reserve Bank
- Office of Thrift Supervision
- Office of the Inspector General
- Provide the additional assistance of investigators who can reasonably assist based on the victim's issues

In all cases, Kroll provides:

- Follow-up credit reports
- Subscriber updates

Identity Theft Restoration Service Exclusions - The following are excluded from the Services:
Legal Remedy - Any Stolen Identity Event where the Member is unwilling or unable to prosecute or otherwise bring a civil or criminal claim against any person culpable or reasonably believed to be culpable for the fraud or its consequences.

Dishonest Acts - Any dishonest, criminal, malicious or fraudulent acts, if the Member(s) that suffered the fraud personally participated in, directed or had knowledge of such acts.

Financial Loss - Any direct or indirect financial losses attributable to the Stolen Identity Event, including but not limited to, money stolen from a wallet, unauthorized purchases of retail goods or services online, by phone, mail or directly.

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Business - The theft or unauthorized or illegal use of any business name, DBA or any other method of identifying business (as distinguished from personal) activity.

Third Parties not Subject to U.S. or Canadian Law-Restoration services do not remediate issues with third parties not subject to United States or Canadian law that have been impacted by an individual's Stolen Identity Event, such as financial institutions, government agencies, and other entities.

VI. TERMINATION OF BENEFITS; CONVERSION TO INDIVIDUAL CONTRACT

Coverage under the Plan will end according to the terms of the Plan Contract, or when you no longer meet the eligibility requirements, your payroll deductions are stopped for any reason or at the end of the Plan Year if you elect not to re-enroll for the next Plan Year. Under the Plan offered by your Employer through LegalShield, coverage will be suspended for failure of the designated company officer or Plan Administrator to forward all employee contributions to LegalShield in a timely manner.

After termination of employment, you can elect to continue your membership by contacting LegalShield to convert to an individual contract; termination of employment ends participation under the Plan sponsored by your former employer.

VII. CONFIDENTIALITY, ETHICAL PROVISIONS & STATEMENT OF RIGHTS

A. Confidentiality. The legal services provided under the Plan to a Covered Person shall be confidential. The Provider Attorney shall maintain confidentiality of the traditional lawyer-client relationship. The Employer shall not be informed about a Covered Person's legal matters or the services used by any Covered Person under the Plan. The Employer's access to information with respect to Plan usage shall be limited to the statistical information provided by LegalShield in accordance with the Plan Contract as needed for orderly administration of the Plan.

B. Independent Judgment and Ethics. Neither the Employer nor LegalShield shall not interfere with a Provider Attorney's independent exercise of professional judgment when representing a Covered Person. All services provided by a Provider Attorney under the Plan shall be subject to ethical rules established by the courts and bar associations for lawyers. A Provider Attorney shall adhere to the rules of the Plan Contract and shall not receive any direction or interference from the Employer. The Provider Attorney's relationship shall be exclusively with his client and not with LegalShield, the Employer or the Plan.

C. Liability. The Plan and the Employer shall not be liable or responsible, in any manner whatsoever, for any acts or omissions of any Provider Attorney (or other attorney) including, without limitation, any misconduct or malpractice, or for any acts or omissions of LegalShield or its employees or agents.

The Employer shall make the Plan available to its eligible Employees but shall not be responsible to any Covered Person, in any respect whatsoever, for any legal services provided. A Covered Person shall have the right to file a complaint with the applicable state bar concerning the conduct of any Provider Attorney.

D. Covered Person's Right to Choose Attorney. A Covered Person shall have the right to retain, at his own expense, any attorney authorized to practice law in the applicable jurisdiction

regardless of whether such attorney is a Provider Attorney. The Plan is thus not intended to restrict the right of any Covered Person to select, at any time, his own counsel at his own expense.

VIII. PLAN FISCAL YEAR

The Plan Year is the year that is used for purposes of maintaining the Plan's fiscal records. The "Plan Year" is the 12-month period commencing on **January 1** and ending on **December 31**.

IX. PROCEDURES FOR OBTAINING BENEFITS UNDER THE PLAN

A. How to Obtain Benefits Under the Plan

LegalShield maintains a toll-free number, 800-654-7757 for member services, which is operational during the hours of 7 a.m. – 7 p.m. (Central Time) Monday through Friday. Operators are available to explain contract terms, exclusions and limitations. If you are experiencing difficulty obtaining services under the Plan Contract or if you have a customer service grievance you can call this number for assistance in resolving disputes.

1. **Legal Plan.** A copy of the contract with printable cards attachment and a link to online member information including will questionnaires will be emailed to you following the processing of your membership application. From the date of enrollment, you have access to the provider attorney and can begin to use your services; phone calls are received during regular business hours.

2. **IDShield.** You will receive a welcome email containing your membership number, a link to activate the monitoring services (including instructions to do so), a reminder to download and utilize the IDShield Mobile App, and IDShield Member Services toll-free number and email address, 888-494-8519, idsshield@legalsshield.com.

X. DENIAL OF BENEFITS AND APPEAL PROCEDURES

The following Denial of Benefits and Appeal Procedures apply to you and to any other Covered Person, such as a spouse or dependent, who has obtained coverage through you.

A. Denials of Eligibility. When you contact LegalShield for any service provided under the Plan, LegalShield will make a determination regarding your eligibility using information that you provide or which is provided to LegalShield by the Employer or the Provider Attorney. If LegalShield denies your eligibility under the Plan, you will be entitled to a formal review and appeal of LegalShield's denial. You must make a request for review and appeal, in writing, to LegalShield within 60 days of your receipt of notice of the denial. You must send your request to:

LegalShield
Attn: Management Committee
P.O. Box 145
Ada, OK 74820

The request must state the reasons why you believe you are eligible to receive benefits under the Plan. Within 30 days of receipt of your request, LegalShield will provide you with a written explanation of your eligibility status.

B. Notice of Denial of Access to Benefits Under the Plan

If your complaint involves a decision made by the provider attorney or other benefit providers for ID Theft, you can request that the attorney or benefits provider state in writing the reasons for denial of services. A representative of LegalShield and the provider attorney or benefits provider will work together to resolve your dispute or complaint regarding coverage under the Plan.

Within 90 days of the initial denial of a benefit under the Plan, you will receive in writing a notice of denial of benefits. The notice will tell you:

- (1). the specific reasons benefits were denied;
- (2). refer to the specific provision of the Plan Contract on which the denial is based;
- (3). describe any additional information you may need to provide or steps you can take to assure full access to your benefits; and
- (4). instruct you how you should proceed if you want the decision to deny benefits reviewed.

C. Review Procedure

You have the right to appeal the denial decision rendered by the provider attorney, benefits provider or LegalShield. You must request the review within 60 days after the receipt of the written notice of denial of benefits. You should send a written statement to the LegalShield, management committee outlining your grievance within 60 days of your receipt of a written denial of services. Direct your correspondence to LegalShield Management Committee, P.O. Box 145 Ada, OK. 74820.

You are entitled to a full and fair review of your initial request for benefits and review of the basis for the denial decision. You or your duly authorized representative may:

- (1). request review upon written application to the management committee;
- (2). review pertinent documents;
- (3). submit issues and comments in writing to the management committee.

You will receive a response from the management committee within forty-five (45) days from the time the dispute is submitted to the committee. The decision will be in writing and will give you specific reasons for the decision and will cite the Plan Contract provisions or legal basis for the decision. The decision rendered will be a final and binding decision.

You retain the right to file a complaint with the Bar Association in the state of your residence.

Complaints regarding how the Plan is administered, how payroll deductions are made, or disclosure of plan documents should be directed to your Employer or the designated Plan Administrator. Federal law may give you specific rights regarding how your benefit plan is administered. Please read part XI of this Summary Plan Description document.

D. Administration and Discretion in Decision Making.

LegalShield will make all determinations, in its discretion, regarding attorneys' fees and what constitutes covered services under the Plan. LegalShield reserves the unilateral right and authority, in its discretion, to make all decisions affecting the administration of the Plan including, without limitation, factual determinations, except for those rights which are expressly reserved to the Employer under the Plan. Accordingly, questions regarding eligibility for coverage and benefits payable under the Plan will be made by LegalShield according to the terms and conditions of the Plan Contract. LegalShield reserves the discretionary authority to reconcile any discrepancy, resolve any conflict and supply any omission with respect to the administration of benefits under the Plan.

The Employer is the Plan Administrator and named fiduciary of the Plan within the meaning of ERISA and is responsible for the administration and operation of the Plan in that role. LegalShield shall be responsible for determinations and decisions as described in the immediately preceding paragraph, including the review of adverse benefits determinations under the Plan, and, for all such purposes, shall be a named fiduciary of the Plan within the meaning of ERISA.

XI. FUTURE OF THE PLAN

Although the Employer intends to continue the Plan indefinitely, it reserves the right to terminate the Plan, replace the Plan with other plans, or modify the extent of its participation in the Plan at any time. If the Plan is amended or terminated, you may not receive the benefits described in the Summary Plan Description. The benefits may or may not be available to you under different conditions.

Additionally, the Employer reserves the right to terminate, modify, amend or change the nature of its affiliation with the LegalShield plan being offered through LegalShield to its employees at any time and for any reason without prior consent or agreement of its employees.

LegalShield reserves the exclusive right to amend the Plan Contract. No change in the Plan Contract shall be valid until approved by an officer of LegalShield, and unless such change is endorsed on or attached to the Plan Contract. No agent or sales associate has authority to change the Plan Contract or to waive any of its provisions. Upon renewal your Employer will be given a Thirty- (30) day prior notice should there be any change or amendment to the Plan Contract.

XII. YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA RIGHTS)

As a Participant in the prepaid legal expense benefit Plan being offered by your Employer through the program offered by LegalShield, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

(i). Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites and union halls, if applicable, all plan documents, including insurance contracts, collective bargaining agreements, if applicable, and copies of all documents filed by the Plan with the U. S. Department of Labor, such as annual reports and plan descriptions;

(ii). Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

(iii). Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of the summary annual report; and

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer, your union, if applicable, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA. If your claim for a benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U. S. Department of Labor, or you may file suit in a federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U. S. Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U. S. Department of Labor, 200 Constitution Avenue, N. W., Washington, D. C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

IN WITNESS WHEREOF, the undersigned, being duly authorized to act on behalf of the Employer, has executed this Plan Document/Summary Plan Description on this 10th day of December 2018, to be effective as of January 1, 2019.

Travel Nurse Across America LLC

By: Cheryl Harris 12/10/18

Title: Director of HR