

PRIMERICA LEGAL PROTECTION PROGRAM™

Dear Member:

In consideration of payment of the membership fee and abiding by the terms and conditions of this Contract and any attached endorsements, the Covered Business Entity will receive the benefits contained herein. Such benefits will be provided by attorneys designated by the Company who are duly licensed practicing attorneys. This Contract covers legal matters within the state of the established primary place of business of the Covered Business Entity providing it is the state in which this Contract was purchased.

BENEFIT I: LEGAL CONSULTATION SERVICES

The Covered Business Entity may receive toll-free telephone consultations concerning legal matters of the Covered Business Entity to the extent the Provider Attorney deems it necessary to adequately advise the Covered Business Entity on the legal matter. If, in the Provider Attorney's Professional Judgment, the legal matter cannot be adequately addressed during the initial telephone consultation with up to one (1) hour of further legal research, then further services will be provided at a discount of twenty-five percent (25%) from the Provider Attorney's corporate rate. For this consultation and advice, the designated spokesperson for the Covered Business Entity may call the appropriate telephone number listed on the membership card during regular office hours, except on holidays. Telephone calls are toll-free from anywhere within the Covered Business Entity's state.

Limitations:

1. Benefit I of this Contract excludes coverage for those matters which the Provider Attorney determines are raised an inordinate or unreasonable number of times without substantial change of circumstances.
2. Once it has been determined that the Covered Business Entity is entitled to coverage under any other Benefit of this Contract, the designated spokesperson shall communicate only with the specific attorney or attorneys handling those matters rather than utilizing the coverage under this Benefit for that legal matter. This limitation is provided to facilitate the most effective representation of the Covered Business Entity.
3. Legal matters covered under Benefit III Designated Consultations are not covered under this Benefit.

BENEFIT II: LEGAL CORRESPONDENCE SERVICES

If the consulting Provider Attorney, in his/her Professional Judgment, determines that a letter written on behalf of the Covered Business Entity would be of assistance with a legal matter not specifically covered under Benefits III through IX, then in that event, the first such letter for each non-related legal subject matter per Membership Year will be written at no additional charge. Additional letters from the Provider Attorney after the first one (1) per subject per Membership Year will be provided at a discount of twenty-five percent (25%) from the Provider Attorney's corporate rate. It is the responsibility of the Covered Business Entity to provide, in a timely manner, sufficient documentation enabling the Provider Attorney to write any letters pursuant to this Benefit.

Limitations:

1. It is within the sole discretion of the Provider Attorney to determine whether a letter(s) is appropriate in a given situation.
2. Collection letters, which are covered pursuant to Benefit VII Debt Collection Letters, are specifically excluded from this Benefit.

OFFERED BY:
PRE-PAID LEGAL CASUALTY, INC.
ONE PRE-PAID WAY - P O BOX 145
ADA, OKLAHOMA 74820
1-800-426-9239

BENEFIT III: DESIGNATED CONSULTATIONS

The Covered Business Entity may receive two (2) telephone consultations, each consisting of up to one-half hour of advice, for certain legal matters each Membership Year. Legal matters covered for purposes of this Benefit are those matters requiring legal expertise in a given area of law related to: securities, commodities, patent, trademark, copyright, admiralty, international law, import/export or customs matters, antitrust, immigration, tax, and those legal matters which arise within the United States but outside of the Covered Business Entity's state of established primary place of business. If further services are required beyond the telephone consultation, they will be provided at a discount of ten percent (10%) to twenty-five percent (25%) from the rate of the attorney handling the legal matter. For this consultation and advice, the designated spokesperson for the Covered Business Entity may call the appropriate telephone number listed on the membership card during regular office hours, except on holidays.

BENEFIT IV: BASIC CONTRACT REVIEW

The Covered Business Entity may have reviewed by the Provider Attorney three (3) contracts per month, each consisting of fifteen (15) consecutive pages or less, prior to execution of the contract(s), in which the Covered Business Entity is a contracting party; provided that the contracts concern separate subject matters and further provided that the contracts are not part of a single related business transaction. The designated spokesperson for the Covered Business Entity shall mail a copy of the contract to be reviewed (retaining the original), together with their telephone number to the Provider Attorney. The Provider Attorney will review the contract and thereafter advise the Covered Business Entity's designated spokesperson by telephone if any modifications are recommended. If further legal services are required beyond the basic contract review including, but not limited to specific research, or the negotiation of or drafting of modifications, the services will be provided at a discount of twenty-five percent (25%) from the Provider Attorney's corporate rate. Advice and comment on contracts in excess of fifteen (15) consecutive pages or contracts beyond the third per month will be available at a twenty-five percent (25%) discount from the Provider Attorney's corporate rate.

BENEFIT V: EXECUTED CONTRACT REVIEW

The Covered Business Entity may have reviewed by the Provider Attorney one (1) executed contract per month, consisting of ten (10) consecutive pages or less, in which the Covered Business Entity is a contracting party. The designated spokesperson for the Covered Business Entity shall mail a copy of the executed contract to be reviewed (retaining the original), together with their telephone number to the Provider Attorney. The Provider Attorney will review the executed contract and thereafter advise the Covered Business Entity's designated spokesperson by telephone if any modifications are recommended. If further legal services are required beyond the basic executed contract review including, but not limited to research to dissolve, terminate or amend the executed contract, the services will be provided at a discount of twenty-five percent (25%) from the Provider Attorney's corporate rate. Advice and comment on executed contracts in excess of ten (10) consecutive pages or executed contracts beyond the first per month will be available at a twenty-five percent (25%) discount from the Provider Attorney's corporate rate.

BENEFIT VI: DOCUMENT REVIEW

The Covered Business Entity may have reviewed by the Provider Attorney three (3) documents per month, each consisting of fifteen (15) consecutive pages or less, which are relevant to the Covered Business Entity; provided that the documents concern separate subject matters and further provided that the documents are not part of a single related transaction. The designated spokesperson for the Covered Business Entity shall mail a copy of the document to be reviewed (retaining the original) together with their telephone number to the Provider Attorney. The Provider Attorney will review the document and thereafter advise the Covered Business Entity's designated spokesperson by telephone if any modifications are recommended. If further legal services are required beyond the basic document review, including but not limited to specific research, or the negotiation of or the drafting of modifications, the services will be provided at a discount of twenty-five percent (25%) from the Provider Attorney's corporate rate. Advice and comment on documents in excess of fifteen (15) consecutive pages, or documents beyond the third per month will be available at a twenty-five percent (25%) discount from the Provider Attorney's corporate rate.

BENEFIT VII: DEBT COLLECTION LETTERS

The Covered Business Entity may receive up to ten (10) separate initial collection letters per month at no charge once demand by the Covered Business Entity has been unsuccessful. Any separate collection letters in excess of the first ten (10) covered herein at no charge or follow-up letters provided subsequent to the initial collection letter for a given matter will be provided at a discount of twenty-five percent (25%) from the Provider Attorney's corporate rate. It is the responsibility of the Covered Business Entity to provide, in a timely manner, sufficient documentation enabling the Provider Attorney to write any letters pursuant to this Benefit.

BENEFIT VIII: TRIAL DEFENSE BENEFIT

If the Covered Business Entity is the named defendant in a covered civil action, related to the Covered Business Entity's business activities filed in a state or federal district court, the Provider Attorney will provide an annual aggregate of seventy-five (75) hours of attorney time for all covered lawsuits filed in the Membership Year. Of that total of seventy-five (75) hours, up to a maximum of fifteen (15) hours will be provided at no additional charge for any and all legal services rendered in defense of all covered lawsuits prior to their actual trial, such as conferences with associated parties and their attorneys or agents, telephone conversations or other efforts to settle cases, arbitration, pre-trial conferences, settlement conferences prior to trial, court appearances, interrogatories, depositions, briefs and pleadings. The remaining sixty (60) hours shall be available for actual trial time.

Total benefits provided under the Trial Defense Benefit shall not exceed the annual aggregate per membership amount of seventy-five (75) hours.

Exclusions:

This benefit does not cover defense of the following items:

1. Claims or charges relating to worker's compensation, inquiries or actions by a government agency, bankruptcy or alcohol, drugs, substance abuse, chemical abuse or dependency.
2. Class actions or amicus curiae filings or interventions filed in which the Covered Business Entity is a party or potential party.
3. Pre-existing Conditions. Pre-existing Conditions are defined as those acts which give rise to a lawsuit which are alleged to have occurred prior to the Effective Date of this Contract, even though the lawsuit was not filed until after such date.
4. Any claim or defense which in the opinion of Provider Attorney appears to be frivolous or groundless.
5. Garnishment, attachment or any other post judgment relief action. The Provider Attorney will provide services in accordance with the Contract up to the point of final judgment by court of record.
6. Any claim or charge where the Covered Business Entity has access to coverage by an insurance policy.

BENEFIT IX: REDUCED-FEE SERVICES

Services for litigation representation and other legal work within the state of the established primary place of business of the Covered Business Entity are available at a twenty-five percent (25%) reduction from the Provider Attorney's corporate rate. This does not apply to legal services rendered pursuant to Benefit III Designated Consultations of this Contract, contingency fee cases or fees set by the court.

BENEFIT X: REDUCED CONTINGENCY FEE SERVICES

The Covered Business Entity may receive up to a five percent (5%) reduction from the Provider Attorney's standard contingency fee for legal representation on those matters normally handled on a contingency fee basis. The reduction in fee for a given legal service will be agreed to by the Provider Attorney and the designated spokesperson with legal authority to bind the Covered Business Entity prior to commencement of said services and shall be subject to the terms of an Attorney-Client contract.

GENERAL PROVISIONS

All Benefits are a part of and are subject to all General Provisions of this Contract.

A. Those Covered Shall Include: The Covered Business Entity which shall be a legal for-profit entity with no more than ninety-nine (99) employees. The Covered Business Entity shall not include a stock company whose stock is publicly traded. Proof of these criteria may be required. Membership fees will be calculated based on the total number of employees as follows: From 1 to 50 employees, monthly fee of \$75.00 and from 51 to 99 employees, monthly fee of \$125.00.

B. Designated Spokesperson: The Covered Business Entity shall designate three (3) persons who shall be employees, owners, partners, or officers of the Covered Business Entity to communicate with the Provider Attorney. At least one (1) of those individuals designated shall have authority to legally bind the Covered Business Entity.

In the event a designated spokesperson resigns, is terminated, or is no longer associated with the Covered Business Entity for any reason, it shall be the Covered Business Entity's responsibility to immediately notify the Company, both by telephone and written verification. If the formerly designated spokesperson was responsible for communicating with the Provider Attorney concerning an on-going legal matter, the Covered Business Entity should also advise the Provider Attorney in the same fashion. The Provider Attorney is not responsible for legal advice given to a formerly designated spokesperson of whose resignation, termination or non-association the Company or the Provider Attorney has not been advised.

C. Contract: Any reference to "Contract" herein refers to this legal service Contract between the Company and the Covered Business Entity.

D. Entire Agreement: This Contract represents the entire agreement between the Covered Business Entity and the Company.

E. Provider Attorney: The Provider Attorney is defined as a law firm designated by the Company to provide the benefits described in this Contract.

F. Territory: This Contract provides services within the Covered Business Entity's state of established primary place of business.

G. Effective Date: The Effective Date is the date on the membership application or date the application is submitted to the Company via the Internet.

H. Eligibility Period: The Eligibility Period begins on the Effective Date of the Contract and terminates immediately in the event of cancellation by the Company for any of the specific termination reasons set forth in General Provision "O" Cancellation of Contract. Should the Covered Business Entity cancel the Contract, either in writing or by non-payment of membership fees, the Eligibility Period shall terminate on either the date the Company receives notice of cancellation or on the due date of the last payment, provided, however, the Covered Business Entity shall have a period of twenty (20) days from the date the cancellation notice is received, or the due date of its last payment, to make payment and retain the benefits of this Contract. Benefits which are available on a monthly basis will be determined based on the calendar months. All rights to benefits under this Contract including those initiated before cancellation shall cease (subject to any Rules of Professional Responsibility for attorneys regarding cessation of pending services) at the time of cancellation or termination. The membership fees for this Contract must be paid current for those covered to receive services.

I. Legal Fees: The corporate rate charged by the Provider Attorney may vary depending upon the specific type of service rendered.

J. Membership Year: Membership Year shall be defined as the period of time beginning on the Effective Date of the Contract, extending for a period of one (1) year thereafter, and each one (1) year period thereafter while this Contract is in force.

K. The Company: Any reference to the "Company" in this Contract shall refer collectively to Pre-Paid Legal Casualty, Inc, and its affiliates.

L. Specific Exclusions: Notwithstanding any other provision of this Contract to the contrary, the following items are specifically excluded and shall not be interpreted as included benefits:

1. Fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds, any out-of-pocket expense, and any matter which the Provider Attorney determines is raised an inordinate or unreasonable number of times without substantial change of circumstances.
2. Any action, proceeding or dispute between the Covered Business Entity, Pre-Paid Legal Casualty, Inc. or Primerica Financial Services or their affiliates or the Covered Business Entity and the Provider Attorney, is excluded from coverage under the membership Contract.
3. Any person or entity who initiates or participates in a lawsuit or arbitration proceeding against the Company or Primerica Financial Services, Inc. or any of their affiliates, or between a Covered Business Entity and the Provider Attorney, or is named as a defendant or respondent in a lawsuit or arbitration proceeding initiated by any of them shall be specifically excluded from receiving any of the benefits under any Title of this Contract, during the pendency of such lawsuit or arbitration until its resolution.

"Affiliate" as used herein shall mean any corporation, limited liability company, partnership or other business entity that directly or indirectly, controls or is controlled by, or is under common control with, Pre-Paid Legal Casualty, Inc. or Primerica Financial Services, Inc.

M. Attorney-Client Contract: All services rendered on a reduced fee basis under any Benefit of this Contract may, at the discretion of the Provider Attorney, be subject to the terms of an Attorney-Client Contract to be executed prior to the commencement of such services by the designated spokesperson with authority to legally bind the Covered Business Entity.

N. Provider Attorney's Professional Judgment: It is within the sole discretion of the Provider Attorney to determine whether to bring or defend a proceeding, or assert or controvert any issue therein, in any instance where the Provider Attorney reasonably believes the matter is frivolous, unmeritorious or where the Provider Attorney cannot put forth a good faith argument for an extension, modification or reversal of existing law. The Provider Attorney will make the decision whether to take any contingency case or to appeal any judgment or decision. The Provider Attorney will use his/her professional expertise to the fullest benefit of his/her client's case and nothing in this Contract shall be construed as compelling the Provider Attorney to use legal procedure in a manner contrary to the Code of Professional Responsibility or Model Rules of Professional Conduct.

O. Cancellation of Contract: The Covered Business Entity may cancel this Contract either by non-payment of the appropriate membership fee or upon written notice to the Company by the designated spokesperson with legal authority to bind the Covered Business Entity. The Company may cancel this Contract by giving the Covered Business Entity a thirty (30) day written notice at the Covered Business Entity's address according to the records of the Company, such notice shall include the reason for cancellation. This Contract will be terminated immediately for fraud, or intentional misrepresentation of any facts in the application form or of any matter submitted to the Provider Attorney, or an attempt to utilize benefits for a person or entity not eligible for services pursuant to this Contract. In the event of cancellation or termination by the Company, the Covered Business Entity, upon written request, shall be entitled to be reimbursed by the Company the unused portion of the membership fees paid for this Contract, the amount to be calculated on a pro-rata basis over the period of the Contract. Any enrollment fees are considered earned when paid and will not be refunded should this Contract be cancelled by those covered or terminated by the Company.

P. Settlement of Disputes: In the event of a dispute and in an effort to facilitate early resolution thereof, the parties hereby agree to submit said dispute to binding arbitration. The arbitration shall be conducted pursuant to the rules of the Uniform Arbitration Act and the unsuccessful party shall be responsible for attorney's fees of the prevailing party.

Q. Renewal Procedure: The term of this Contract shall be for one (1) year and shall automatically renew on each anniversary of the Effective Date unless the Company notifies the Covered Business Entity that the Contract will not be renewed. Any notice of non-renewal shall be given thirty (30) days before the anniversary date and such notice shall state the precise reason for non-renewal.

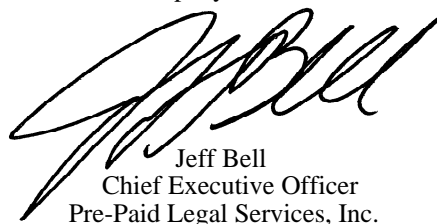
R. Application: No statement made by the Covered Business Entity or designated spokesperson in the application for this Contract shall void this Contract or be used in any legal proceeding hereunder unless the application or an exact copy thereof is attached to this Contract.

S. Duplication of Coverage: Coverage shall be provided under the Benefit most relevant to the existing legal need of those covered. The Benefits contained in this Contract are mutually exclusive and coverage will not be contemporaneously provided under more than one (1) Benefit for any legal matter. Those covered may not secure services from the Provider Attorney for the same matter under more than one (1) Company contract, regardless of the number of such contracts owned.

T. Change of Contract: No change in the Contract shall be valid until approved by an officer of the Company and unless such change is endorsed on or attached to the Contract. No agent or sales associate has authority to change the Contract or to waive any of its provisions. A thirty (30) day notice will be given should there be any change in this Contract.

U. Reinstatement Procedure: In the event of cancellation of this Contract either by the Covered Business Entity or the Company, the Company reserves the right to grant reinstatement of the membership. When reinstatement is granted, this Contract will be reinstated upon payment by the Covered Business Entity of the appropriate fee. A lapse in coverage will exist from the last Eligibility Period to the date the Company accepts the application for reinstatement. Benefits are not available for any act or occurrence arising during the lapse period.

V. Change in Fees: The Company reserves the right to change the established membership fee for this membership. Changes in the membership fee will only occur after the current payment period has expired. Should the membership fee be changed, the Covered Business Entity will be given a thirty (30) day written notice at the established primary place of business according to the records of the Company.



Jeff Bell
Chief Executive Officer
Pre-Paid Legal Services, Inc.