



**Texas Legal Protection Plan, Inc.  
d/b/a TEXAS LEGAL  
2025 Participating Attorney Agreement**

**This Participating Attorney Agreement (Agreement) is between Texas Legal Protection Plan, Inc. (Texas Legal) and the Applicant:**

**SECTION 1 – Definitions**

**“Participant”** and **“Insured”** are persons covered under Texas Legal issued legal services plans, such as the Group Legal Services Plan or the Independent Policy for Legal Services.

**“Covered Legal Services”** are the legal services for which coverage is available to the Participant or Insured. On Texas Legal Fee Schedules, these are titled and referred to as **“Benefits”** or **“Covered Legal Services,”** or both.

**“Non-Covered Legal Services”** are either (1) legal services for a legal matter that is not covered and specifically excluded under a Participant's or Insured's policy or (2) the legal services provided after a Participating Attorney has exhausted the maximum possible benefit available for a Covered Legal Service that an effective and applicable Texas Legal Fee Schedule expressly states has limited coverage. Option (2) above may only be provided at a 25% discount off of the Participating Attorney's normal and customary rate.

**“Out-of-Pocket Expenses”** are amounts excluded from Covered Legal Services and include but are not limited to ancillary matter-related expenses like filing fees, court costs, reporter's fees, travel and other miscellaneous costs in any proceeding.

**“Participating Attorney”** is a person (not a law firm or other entity) licensed to practice law in the jurisdiction in which legal services are to be provided, is regularly engaged in the practice of law, is in good standing with the State Bar of Texas throughout the term of this Agreement and who has:

- (a) completed, signed and delivered to Texas Legal the application form which is enclosed herein;
- (b) submitted proof of coverage under a professional liability policy providing limits of coverage of not less than \$100,000 per occurrence and \$300,000 per year aggregate and maintains that coverage during the relevant year;
- (c) submitted a completed and signed W-9 form;
- (d) by affixing their signature below has agreed to be subject to and act consistently with this Agreement and any subsequent amendments thereto as well as the policies and procedures of Texas Legal in effect during the provision of Covered Legal Services;
- (e) been accepted as a Participating Attorney by Texas Legal;
- (f) who within thirty (30) days of receipt of same has fully completed the Texas Legal Annual Confirmation for that relevant calendar year; and
- (g) remained in compliance with this Agreement, the relevant Participating Attorney Fee Schedule, and the written policies of Texas Legal during the relevant year.

**SECTION 2 – Payment**

**PARTICIPATING ATTORNEY AGREES TO: (1) ACCEPT THE AMOUNT PAYABLE PURSUANT TO THE EFFECTIVE AND APPLICABLE TEXAS LEGAL FEE SCHEDULE, AS DETERMINED AND DESIGNATED SOLELY BY TEXAS LEGAL IN RESPONSE TO PARTICIPATING ATTORNEY'S REQUEST FOR AUTHORIZATION TO RENDER COVERED LEGAL SERVICES, AS PAYMENT IN FULL FOR COVERED LEGAL SERVICES RENDERED TO A PARTICIPANT OR INSURED AND SHALL NOT MAKE ANY ADDITIONAL CHARGES TO THE PARTICIPANT OR INSURED FOR SUCH COVERED LEGAL SERVICES, AND (2) RECEIVE SAME BY DIRECT DEPOSIT.**

Notwithstanding the preceding paragraph, Participating Attorney is not obligated to accept the amount payable pursuant to the effective and applicable Texas Legal Fee Schedule, as determined and designated by Texas Legal in response to Participating Attorney's request for authorization to render Covered Legal Services, as payment in full for Covered Legal Services rendered, and are further allowed to balance bill the Participant or Insured for legal services only upon the occurrence of all of the following requirements:

- (a) the Texas Legal Fee Schedule expressly states that a specific Covered Legal Service rendered or contemplated is limited and “balance billing” is an option for that service, and in that case the Participating Attorney must include language that clearly discloses to the Participant or Insured that the Participant or Insured will be balance billed upon exhausting the Texas Legal coverage, states that the Participant or Insured will be billed at a 25% discount from the Participating Attorney's rate, identifies the rate from which that discount is taken, and identifies any other costs or fees the Participant or Insured will be charged once Texas Legal coverage is exhausted;

- (b) the Participating Attorney first exhausts the maximum coverage available under the applicable Participating Attorney Fee Schedule, such as incurring the maximum number of billed hours available, pursuant to the applicable Texas Legal Fee Schedule for that Covered Legal Service;
- (c) the Participating Attorney agrees that receipt of the payment set forth in the applicable Texas Legal Fee Schedule made by Texas Legal releases Texas Legal from any further payment obligation for the work performed;
- (d) the Participating Attorney agrees to be bound by any restrictions and/or conditions in the balance billing process unique to the Covered Legal Service rendered or contemplated as stated in the applicable Texas Legal Fee Schedule; and
- (e) the Participating Attorney provides prior written notice of the Out-of-Pocket Expenses to the Participant or Insured, as applicable, and the Participant or Insured agrees to payment of same in writing. For travel by car specifically, Participating Attorney is entitled to reimbursement only for mileage at the standard mileage rate set by the Internal Revenue Service that was in effect at the time that the travel occurred. Participating Attorney may contact Texas Legal for more information regarding these limits of the legal services plan as they relate to his or her client.

PARTICIPATING ATTORNEY AGREES THAT IF ANY ONE OR MORE OF THE FOLLOWING (A) THROUGH OCCURS, THAT THE PARTICIPATING ATTORNEY SHALL NEITHER CHARGE THE PARTICIPANT NOR THE INSURED ANY ATTORNEY'S FEES, COSTS OR EXPENSES FOR THE RENDERED COVERED LEGAL SERVICES, NOR SEEK TO ENFORCE ANY AGREEMENT BETWEEN THE PARTICIPATING ATTORNEY AND THE PARTICIPANT OR INSURED THAT OBLIGATES THE PARTICIPANT OR INSURED TO MAKE PAYMENT FOR THOSE COVERED LEGAL SERVICES:

- (a) IN THE EVENT THAT TEXAS LEGAL DENIES A CLAIM, AND ANY SUBSEQUENT APPEALS IF SUBMITTED, FOR FAILURE TO TIMELY FILE A CLAIM ACCORDING TO THE CLAIM FILING DEADLINE ON THE APPLICABLE FEE SCHEDULE;
- (b) IN THE EVENT THAT TEXAS LEGAL DENIES A CLAIM, AND ANY SUBSEQUENT APPEALS IF SUBMITTED, FOR LACK OF REQUIRED DOCUMENTATION AS REQUESTED BY TEXAS LEGAL IN THE "REQUIRED DOCUMENTATION" SECTION OF THE APPLICABLE TEXAS LEGAL FEE SCHEDULE FOR EACH COVERED LEGAL SERVICE;
- (c) IN THE EVENT THAT TEXAS LEGAL DENIES A CLAIM, AND ANY SUBSEQUENT APPEALS IF SUBMITTED, DUE TO ANY ATTORNEY ERROR IN THE CLAIM SUBMISSION PROCESS SUCH AS MISREADING, MISUNDERSTANDING, OR MISINTERPRETING THE AGREEMENT, THE FEE SCHEDULE, OR ANY CORRESPONDENCE FROM TEXAS LEGAL EXPRESSLY INDICATING THAT THERE IS NO COVERAGE FOR THE CONTEMPLATED LEGAL SERVICE AND RENDERING THE SERVICE DESPITE THE CORRESPONDENCE; OR
- (d) IN THE EVENT THAT TEXAS LEGAL DENIES A CLAIM, AND ANY SUBSEQUENT APPEALS IF SUBMITTED, FOR ANY COMBINATION OF THE ABOVE REASONS.

Participating Attorney further agrees that time involved in communicating with Texas Legal by phone, fax, mail, or e-mail will not be billed to Texas Legal or to the Participant or Insured.

Texas Legal shall pay, and the Participating Attorney agrees to receive, payment for Covered Legal Services only by direct deposit and only according to the rates set forth in the Texas Legal Fee Schedule that applies to the Covered Legal Services rendered for the time period in which the Covered Legal Services were rendered. Participating Attorneys who provide Covered Legal Services for Participants or Insureds shall be paid directly by Texas Legal, promptly upon the Participating Attorney's:

- (a) completion of legal services or legal representation under a Covered Legal Service, except where the applicable Texas Legal Fee Schedule expressly allows for filing a claim prior to the Participating Attorney concluding the legal matter; and
- (b) submission of a claim in a form acceptable to Texas Legal, which includes a Texas Legal claim form and any other required documents and information as specified on the applicable Texas Legal Fee Schedule.

Payment for such Covered Legal Services shall be subject to the provisions and conditions contained in both this Agreement and the Texas Legal Fee Schedule that was effective at the time the Covered Legal Services were begun for that particular Participant or Insured as determined by Texas Legal.

If Participating Attorney purchases Covered Legal Services from Texas Legal, then with regard to that Participant, neither (i) the Participant, nor (ii) a Participating Attorney that is or was the Participant's mother, father, grandparent, great grandparent, uncle, aunt, niece, nephew, first cousin, second cousin, brother, sister, or child, or is or was an in-law or step relation or is a household member of the foregoing inclusively as to any of subpart (ii), a "Related Participating Attorney", nor (iii) any attorney or staff of a law firm owned by a Related Participating Attorney or which employs a Related Participating Attorney or persons related to said staff by blood or marriage, is permitted to provide Covered Legal Services to the Participant. A Participating Attorney may not provide Covered Legal Services to any staff employed for compensation or no compensation by the Participating Attorney, the law firm employing the Participating Attorney, a Related Participating Attorney, or a law firm employing a Related Participating Attorney.

Texas Legal, in its sole determination, reserves the right to offset any amount Texas Legal determines is due and owing to Texas Legal or to a Participant or Insured, from existing or future claims for payment submitted by Participating Attorney for the same or different Participants or Insureds, until the amount due is recovered in full by Texas Legal.

In the event that Texas Legal is notified of a regulatory, agency, or legal claim against any existing or future amount owed to Participating Attorney, including but not limited to an Internal Revenue Service levy, Participating Attorney hereby consents and agrees that Texas Legal shall be and is fully and immediately empowered by Participating Attorney to comply with instructions as required by same, including any requirement to withhold payment of claims or to redirect payment of claims as required without prior notice to Participating Attorney by Texas Legal, or further consent of the Participating Attorney prior to such compliance with such regulatory, agency or legal claim by Texas Legal.

In the event Participating Attorney is awarded attorney's fees and/or costs in a judgment, settlement, order, or similar process, and the fees and/or costs are received by the Participating Attorney, the Participating Attorney shall reimburse Participant, Insured and/or Texas Legal in accordance with the fees and costs awarded and the amount expended by the respective party. For example, if costs are awarded which were paid by the Participant or Insured and/or Texas Legal, the Participating Attorney shall reimburse the Participant or Insured first and, if any award is remaining, reimburse Texas Legal up to the amount Texas Legal paid. After such reimbursements are made in full, the Participating Attorney may retain any balance of the fee awarded in accordance with this Agreement and any agreement with the Participant or Insured.

This Section 2 shall survive termination of the Agreement.

### **SECTION 3 – Acceptance/Rejection of Participant or Insured or Withdrawal from Representation**

Participating Attorneys shall accept each Participant or Insured who requests Covered Legal Services under an area of law that the Participating Attorney has agreed to provide, and the Participating Attorney shall render prompt and professional services to the Participant or Insured in accordance with the Texas Code of Professional Responsibility.

The attorney may, however, reject a Participant or Insured on any reasonable grounds, but shall not reject any Participant or Insured seeking Covered Legal Services by reason of the amount payable for Covered Legal Services to which the Participating Attorney may be entitled. If a Participating Attorney withdraws from further representation of a Participant or Insured prior to completion of the matter, the Participating Attorney shall promptly report the reason for such withdrawal to Texas Legal in writing, shall provide Texas Legal with an itemized invoice identifying and verifying the work actually performed, and set forth the request for payment for the Covered Legal Services following the procedures in and subject to the provisions of Section 2 of this Agreement within 72 hours of withdrawal. Any such withdrawal by the Participating Attorney shall be done in a manner to ensure no prejudice to the Participant or Insured, as applicable, and to comply with all applicable laws, rules of professional conduct, and court procedures.

If the legal services sought by a Participant or Insured are Covered Legal Services, Participating Attorney must provide such services pursuant to the Participant's or Insured's policy and accept the benefit allowed under the Texas Legal Fee Schedule, unless after disclosure of coverage and services regarding same to Participant or Insured, as applicable, Participant or Insured requests in writing that the Participating Attorney provide said services outside of the policy and bills Participant or Insured, as applicable, directly.

### **SECTION 4 – Participating Attorney Panel Directory**

Only Participating Attorneys shall be included in any directory or other listing of attorneys provided or disseminated by Texas Legal to eligible clients or their representatives. Texas Legal does not refer Members or Participants to Participating Attorneys.

Participating Attorney will update their Texas Legal profile so that it accurately reflects the legal matters, whether Covered or Non-Covered, that they will accept and in which they are qualified and competent to practice. Participating Attorney will only self-identify areas of practice in which Participating Attorney determines he or she is qualified and competent to practice. Texas Legal undertakes no duty to verify or validate whether a Participating Attorney is qualified and competent to practice in the Participating Attorney's selected areas of practice, and Texas Legal disclaims all liability arising from any claim that a Participating Attorney was not qualified in any area of practice self-selected by the Participating Attorney. Texas Legal shall have no liability or obligation to the Participating Attorney or his or her client with regard to same. Participating Attorney agrees to indemnify and hold harmless Texas Legal from all third party claims arising from Participating Attorney's selected areas of practice, including but not limited to claims made by the Participating Attorney's client.

Participating Attorney shall be removed from any directory or other listing of attorneys provided or disseminated by Texas Legal upon termination of this Agreement.

## **SECTION 5 – Login Credential Security**

Participating Attorney shall create login credentials to access their Texas Legal profile which include a username and password. Participating Attorney is responsible for keeping his or her username and password safe and ensuring that only authorized personnel have access to that login.

## **SECTION 6 – Other Practice**

Participating Attorneys shall be free to serve clients other than Participants or Insureds and to otherwise conduct a practice of law without the interference or control of Texas Legal as to those non-Participants or non-Insureds.

## **SECTION 7 – Non-Covered Legal Services**

Participating Attorneys who provide Non-Covered Legal Services shall look exclusively to the Participant or Insured, not Texas Legal, for payment of such services. Participating Attorneys who offer to provide Non-Covered Legal Services to a Participant or Insured shall offer a 25% discount off the Participating Attorney's customary rate, be it a flat fee rate or hourly rate, for those Non-Covered Legal Services, unless the applicable and effective Certificate of Coverage or Independent Policy for Legal Services explicitly states that the legal matter is excluded from all coverage under the Participant's or Insured's policies. Participating Attorney shall immediately notify the Participant or Insured in writing when Non-Covered Legal Services are requested and obtain written consent to the scope of work and payment terms for same. The decision and Agreement to provide such services and to receive payment for same are strictly a matter of an attorney/client relationship between the Participating Attorney and the client, and Texas Legal shall have no liability or obligation to the Participating Attorney or his or her client with regard to same.

This Section 7 shall survive termination of the Agreement but only for Non-Covered Legal Services begun while the Agreement was in effect.

## **SECTION 8 – Sharing of Compensation**

No third party (other than a partnership or a legal service corporation of which the Participating Attorney is the member) shall receive any part of the consideration paid to a Participating Attorney for furnishing legal services to a Participant or Insured pursuant to a legal services plan issued by Texas Legal. Notwithstanding the forgoing, where the legal work is shared with another Participating Attorney, each Participating Attorney may receive the portion of the benefit attributable to the work that Participating Attorney provided. All persons that provide charged services for a Participant or Insured shall be reflected on the claims documentation provided to Texas Legal.

This Section 8 shall survive termination of the Agreement.

## **SECTION 9 – Interference**

Neither Texas Legal nor any third party shall interfere with or control the performance of the duties of the Participating Attorney to their client. Only lawyers that are Participating Attorneys may provide legal services to or for the benefit of a Participant or Insured. Paralegals and legal assistants under the supervision of a Participating Attorney may assist in the Participating Attorney services provided to or for the benefit of a Participant or Insured, provided said paralegal or assistant is disclosed to and approved, in advance and in writing, by Texas Legal.

Participating Attorneys may not delegate a Participant's or Insured's case in total, or any of the work required to adequately service a Participant's or Insured's case, to another attorney who is not a Participating Attorney with Texas Legal. This exception is intended to protect Texas Legal Participants and Insureds by ensuring that Participants and Insureds receive services from an attorney who has formally and fully agreed to be bound by and to adhere to this Agreement, Texas Legal policies and procedures, the Texas Legal Fee Schedule, and who has at least the designated level of malpractice insurance for such Covered Legal Services.

This Section 9 shall survive termination of the Agreement.

## **SECTION 10 – Indemnity**

Participating Attorney agrees to indemnify and hold harmless Texas Legal from and against all claims arising from or out of Participating Attorney's legal services, including but not limited to Covered Legal Services, Participating Attorney's self-selected areas of practice, and all third party claims arising from Participating Attorney's Non-Covered Legal Services, including but not limited to all claims made by the Participating Attorney's client, heirs and devisees.

This Section 10 shall survive termination of the Agreement.

## **SECTION 11 – Publicity and User Reviews**

- (a) A Participating Attorney may promote or publicize his or her status as such, only insofar as he or she does so in compliance with the Texas Code of Professional Responsibility and the Texas Supreme Court Rules of Practice in force at the time of such promotion or publication.



- (b) The Texas Legal website contains interactive features that allows Participants and Insureds to post reviews of Participating Attorneys on or through the Texas Legal website ("User Content"). You understand, acknowledge and agree that Texas Legal is not responsible for, or liable to you or to any third party for, harms, claims or causes of actions that arise from any review posted by a Participant or Insured. Texas Legal disclaims all legal liability for User Content, including but not limited to its legality, reliability, accuracy and appropriateness. In its sole discretion, Texas Legal reserves the right, but does not have any obligation, to remove member or attorney reviews.
- (c) Texas Legal may use Participating Attorney's name, geographic and biographical information that Participating Attorney has provided to Texas Legal in any form via any media unless Participating Attorney has informed Texas Legal in writing of Participating Attorney's desire to restrict such usage or change the information made available.

This Section 11 shall survive termination of the Agreement.

## **SECTION 12 – Records**

A Participating Attorney shall keep accurate and current books and records concerning each Participant or Insured advised or represented, the subject on which advice was given or representation offered or provided, the length of any conferences, the amount of time spent by the Participating Attorney in providing advice or representation, the disposition of the matter, and any charges made to the Participant or Insured for non-covered legal services. A Participating Attorney shall make such books and records available to Texas Legal at reasonable times. Nothing in this Agreement shall require a Participating Attorney to reveal any confidential attorney-client information unless the Participant or Insured waives the privilege in writing or applicable law allows for such disclosure.

This Section 12 shall survive termination of the Agreement.

## **SECTION 13 – Notices and Claims**

Prior to rendering Covered Legal Services to a Participant or Insured, the Participating Attorney shall submit a written request to Texas Legal in the form Texas Legal requires for authorization of the proposed services and receive confirmation of the availability of coverage for proposed Covered Legal Services. At the same time, Participating Attorney shall also identify every person who will provide the proposed Covered Legal Services and obtain prior written approval by Texas Legal of any person working on that file that is not a Participating Attorney. Texas Legal will promptly respond to such requests. Claims submitted for services that were not previously authorized in writing by Texas Legal prior to the consummation of such Covered Legal Service will be denied. The Participating Attorney shall submit interim status reports that Texas Legal may from time to time reasonably request.

Section 13 shall survive the termination of the Agreement.

## **SECTION 14 – Probation, Expulsion and Resignation**

A Participating Attorney shall be deemed to have withdrawn from Texas Legal, or may be administratively suspended by Texas Legal for any amount of time:

- (a) By written request from Participating Attorney submitted to Texas Legal to be effective upon receipt by Texas Legal where such written request includes a plan for handling all open matters presented in the form required by Texas Legal and where Participating Attorney has taken reasonable steps to avoid prejudice to the rights of the Participant or Insured; or
- (b) Automatically, upon the Participating Attorney either: (1) ceasing to be an attorney in good standing with the State bar of Texas, or (2) no longer being engaged in the practice of law; or
- (c) By decision of Texas Legal made after the Participating Attorney has:
  - (1) failed to timely provide proof of professional liability insurance to Texas Legal in the amounts required by Texas Legal as stated in Section 1 of this Agreement; or
  - (2) failed to timely affirm in the Texas Legal Annual Confirmation and/or failed to maintain that such professional liability insurance remains in effect and at that required level throughout the time period covered by the Texas Legal Annual Confirmation; or
- (d) By decision of Texas Legal made after attorney has failed to complete the Texas Legal Annual Confirmation; or
- (e) By decision of Texas Legal made after such attorney has an opportunity to be heard, and only in writing for:
  - (1) violation of the Agreement or any policies, procedures, or rules of Texas Legal then in effect and provided to Participating Attorney; or
  - (2) providing unnecessary legal services; or
  - (3) being discourteous to Participants or Insureds; or
  - (4) involvement in grievance procedures which in more than one instance has resulted in determinations unfavorable to such Participating Attorney; or
  - (5) in Texas Legal's sole determination, any unprofessional conduct, any unethical or immoral act, any misrepresentation, or any form of unlawful discrimination or harassment, including but not limited to sexual harassment of a Texas Legal employee or Participant or Insured based on race, color, religion, sex (including pregnancy), national origin, age (40 and over), disability, veteran status, sexual orientation, genetic information, or status in any group protected by state or local law; or

- (6) any complaint by a Participant or Insured that in Texas Legal's sole determination is reason for a deemed withdrawal.

During or pending any administrative or other process identified in this Section 14, Texas Legal may remove a Participating Attorney from the Participating Attorney Panel Directory and may pause issuing authorizations for Covered Legal Services to that Participating Attorney.

This Section 14 shall survive termination of the Agreement.

#### **SECTION 15 – Amendment**

This Agreement is subject to revocation, amendment or other modification at any time by Texas Legal, but any revocation, amendment or modification shall be effective prospectively from the date of revocation, amendment or modification.

This Section 15 shall survive the termination of the Agreement.

#### **SECTION 16 – Change of Status**

A Participating Attorney shall immediately notify Texas Legal in writing of: any change of address; email address; telephone number; any change of actual or impending circumstances which does or might affect their status as a Participating Attorney as defined above; any change in insurance carriers, in coverage amounts or failure to continue to carry insurance; any change in the Participating Attorney's licensing or State Bar standing; any legal actions filed against the Participating Attorney arising out of the Participating Attorney's practice of law; any complaints filed with or any disciplinary action of any nature made by any attorney disciplinary authority or court concerning the Participating Attorney, including any criminal activity by Participating Attorney's employees affecting clients, including but not limited to embezzlement or misuse of client funds.

#### **SECTION 17 – Confidentiality**

- (a) Confidentiality of Fee Schedule Payment Rates. Participating Attorneys shall not communicate by any means to any third parties, including but not limited to Texas Legal Participants and Insureds, any amount payable for a Covered Legal Service pursuant a Texas Legal Fee Schedule. This information is proprietary, and Texas Legal, not a Participating Attorney, retains the sole right to disclose this information. This prohibition does not apply to instances where a Participating Attorney shares Texas Legal Fee Schedules and payment rates with their own staff members for the purpose of obtaining assistance with filing claims for payment with Texas Legal. Any such persons must be subject to the same confidentiality required by this Section 17.
- (b) Confidentiality of Client Information. Participating Attorneys shall hold all Participant and Insured data and information confidential.

This Section 17 shall survive termination of the Agreement.

#### **SECTION 18 - Appeals Process**

Participating Attorneys may submit an appeal from denied claims (including claims for payment and all other claims whether arising in tort, contract, statutory or otherwise), for additional compensation beyond benefit maximum for highly complex matters, or with regard to any decision made by Texas Legal staff including any interpretation or application of this Agreement and/or Participating Attorney's engagement by Texas Legal (inclusively, a "Dispute"), other than a final decision issued by the President of Texas Legal as provided below. The appeal process has certain time frames that you must follow. To request an appeal, follow these steps:

- (a) Within sixty (60) days from the date of the denial or the decision that you Dispute, send a written request to Texas Legal at [comments@texaslegal.org](mailto:comments@texaslegal.org) including your name and where relevant to the dispute include the name of the client, and fully describe the basis of your Dispute, the relevant circumstances, and include all necessary documentation in support of your Dispute (inclusively, the "Appeal"). Texas Legal management, excepting the President, will review your Appeal, conduct an independent review of the underlying matter and/or circumstances which may include obtaining and reviewing information not included with your Appeal, and will issue a written determination within sixty (60) days of Texas Legal's receipt of the Appeal.
- (b) If you disagree with the written determination issued by Texas Legal management, you may file a written request for review of the Appeal by the President of Texas Legal (the "Written Request for Review"). The Written Request for Review of the Appeal must be filed with Texas Legal within sixty (60) days from the date of the above written determination issued by Texas Legal management. The President will review the Written Request for Review and any other information the President deems relevant, which may include consulting with Texas Legal staff. The President will make a Final Decision, and you will be advised in writing of the Final Decision and reason(s) for the Final Decision within sixty (60) days of Texas Legal's receipt of the Written Request for Review.
- (c) If you disagree with the Final Decision, you may then proceed to mandatory binding arbitration.

This Section 18 shall survive termination of the Agreement.

**SECTION 19 – Mandatory Binding Arbitration and Waiver of Jury Trial**

Every Dispute must first proceed through the Appeals Process to a Final Decision before mandatory binding arbitration is available. Texas Legal and the Participating Attorney agree to submit to final and binding arbitration, on an individual and not on a collective, class or private attorney general basis, any and all Dispute(s). YOUR ACCEPTANCE OF THIS AGREEMENT INCLUDES YOUR CONSENT THAT YOU (AND WE) WILL NOT HAVE THE RIGHT TO HAVE A JURY DECIDE THE DISPUTE. Any such Dispute subject to arbitration pursuant to this Section shall be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). Arbitration under this provision must be initiated within thirty (30) days of the date of the action, inaction, decision including Final Decision or occurrence about which the party initiating the arbitration is complaining. Within fifteen (15) business days of the initiation of arbitration hereunder, each party will designate an arbitrator pursuant to the AAA rules. The appointed arbitrators will appoint a neutral arbitrator from the panel in the manner prescribed in the AAA rules. The Participating Attorney and Texas Legal agree that the decision of the arbitrators selected hereunder will be final and binding on both parties. This arbitration provision is expressly made pursuant to and shall be governed by the Federal Arbitration Act. 9 U.S.C. §§ 1-14. The parties hereto agree that pursuant to Section 9 of the Act that a judgment of the United States District Court for the Western District of Texas, Austin Division of Texas shall be entered upon the award made pursuant to the arbitration.

This Section 19 shall survive termination of the Agreement.

**SECTION 20 – Plan Wording Controls**

If any language describing the coverage and limitations of the Covered Legal Services varies between this Agreement and the Participant's or Insured's policy, the description of same in the Participant's or Insured's policy shall control.

This Section 20 shall survive termination of the Agreement.

### **SECTION 21 – Audit**

If, at any time and in its sole discretion, Texas Legal suspects that a Participating Attorney has violated any term of this Agreement, has taken any action or inaction leading to a deemed withdrawal under Section 14, or if a Participant or Insured has made a complaint against a Participating Attorney, Texas Legal may audit the Participating Attorney's books and records related to all Texas Legal services, business, and legal work. Otherwise, for control of quality and compliance, Texas Legal has the right to audit a Participating Attorney's books and records related to all Texas Legal services, business, and legal work on an annual basis.

This Section 21 shall survive termination of the Agreement.

### **SECTION 22 – Independent Contractor**

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

This Section 22 shall survive termination of the Agreement.

### **SECTION 23 – Governing Law**

The parties agree that all disputes, claims, actions, proceedings and/or disagreements arising from or relating to this Agreement, including contractual and non-contractual, shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

This Section 23 shall survive termination of the Agreement.

### **SECTION 24 – Non-Waiver**

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

### **SECTION 25 - Enforceability**

If any provision of this Agreement is held to be invalid or unenforceable by reason of conflict with applicable law or regulation, the Agreement will be considered amended to the minimum extent necessary to give effect to the balance of the Agreement as if the offending provision(s) were not present. All parties are sophisticated parties. Section headers are for informational use only.

### **Participating Attorney Certification**

By signing the Participating Attorney Agreement below, I certify my agreement to be bound by the terms of the Participating Attorney Agreement, Fee Schedule, Claim Form, Authorization Form, Direct Deposit Form, Texas Legal Annual Confirmation, and any subsequent revisions effective during the period covered by this Agreement.

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***Participating Attorney Signature***

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***Date***

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***Print Name***