

POLICIES AND PROCEDURES

We at LegalShield, believe that our business should be conducted in an ethical, honest, and fair manner, using the "Golden Rule" as a basic principle in all business activities. We expect our Associates to present our products/services in an honest and truthful manner, with dignity, always conscious of the reputation and integrity of LegalShield and its Associates.

1. An Associate is an independent business person and does not hold a franchise nor a distributorship from the Company. The Company reserves the right to accept or reject any Associate agreement. An Associate is not an employee for federal tax purposes or any other purposes. An Associate is neither an agent, partner, nor involved in a joint venture with the Company and as such will be responsible for all costs incurred by the Associate in the sale and distribution of all products/services. The Associate shall not enter into any agreements or make any purchases in the name of the Company. This written agreement is the entire agreement and no amendment may be made, either written or oral, without the signature of an authorized officer of the Company. This Associate Agreement shall be governed by the laws of Canada.
2. An Associate at his/her own expense (if any) shall be responsible for the filing of any and all reports required by local law or public authority with respect to the sale of any products/services marketed by the Company and shall abide by any and all federal, provincial, county and municipal laws, rules, regulations and ordinances with respect to all sales. The Associate is responsible for providing the Company his/her Social Insurance Number or GST/HST Registration Number for tax reporting purposes.
3. An Associate does not have the authority to waive, change, or modify a service in any way. Furthermore, no modification of any service is binding upon the Company unless authorized in writing at the Corporate Office of the Company by its President.
4. Only advertising and promotional materials that are pre-printed, preapproved and properly licensed by the Company may be purchased or used in the sale or promotion of products/services. An Associate agrees to pay for all supplies and marketing material needed. Supplies should be obtained directly from Company-approved vendors.
5. There are no territory exclusives. Any Associate may sell products/services in any province/state in which the Company is authorized to do business, except in those provinces/states where a licence or appointment is required, unless the Company determines that the Associate meets those requirements. However, you may establish Associates in any province in which the Company is authorized to do business, provided the prospective Associate is properly licensed in that province if so required for the sale of products/services.
6. All spouses and children living as a family unit will normally be regarded as one Associate. However, a spouse or other family unit member may complete a separate agreement (and submit the necessary fee) provided all agreements are sponsored by the same person or entity. The minimum age, or age of majority, to become an Independent Associate in Canada is 18 years of age in Alberta, Manitoba, Ontario, Saskatchewan, Quebec and Prince Edward Island. The age of majority is 19 in British Columbia, Nova Scotia, Newfoundland, Labrador, New Brunswick, Yukon, Northwest Territories and Nunavut.
7. The accepted practice is for a new Associate to be sponsored by the first person who contacted him/her regarding a particular product/service. The Company will continue to support this practice. However, the relationship as to who sponsored the new Associate will be determined by the first completed Associate Agreement processed by the Company for that product/service.
8. The identity of an Associate's downline is confidential, proprietary information that belongs to the Company. The Associate may not disclose the identity of the downline to third parties and may not use the information for any purpose other than promoting the Company during or after his or her relationship with the Company.
9. A change in the relationship between sponsor and Associate may be affected by an active Associate filing a written resignation with the Company product/service and remaining inactive in that product/service for a specified time. After that time, the Associate may be responsored by a different person or entity by paying the appropriate fee. Resignation timeframes range from six months to one year. Any sponsor change will result in the Associate losing his/her current level in the marketing plan and any downline in place.
10. In the event of the death of an Associate, all commissions due the Associate will be paid according to his/her Last Will and Testament or, if there is no Will, in accordance with the law of intestacy. Additionally, the Associate's surviving spouse, if actively participating in the business at that time, will have the option to continue to manage the organization and to continue to receive commissions and bonuses on new business. This is providing, however, the debit balance referenced in #13 has been satisfied.
11. An Associate at some point in time may wish to sell his/her organization to another Associate. The sale of an organization is permitted provided that (i) the Associate has been an Associate for at least 12 months and pays the appropriate fee, and (ii) the Company is notified of the sale and the effective date of the sale, and is provided a new GST Registration Number to which income is reported. Note: If an Associate purchases another Associate's organization, he/she may not conduct business under the seller's Associate number.
12. An Associate agreement with the Company may be terminated for reasons: (A) At any time upon thirty (30) days' written notice by the Associate, (B) by the Company with thirty (30) days' written notice to the Associate if the level of persistency of the Associate's business consistently remains below a level considered by the Company to be acceptable, (C) immediately by the Company for making statements to anyone with regard to expected earnings or revealing trade secrets including the names of Associates, members, or corporate accounts, (D) immediately by the Company with just cause, including but not limited to: misrepresenting the Company's name, violating any Company policy, soliciting memberships by using the name of the Provider Law Firm, making product/service claims contrary to Company literature, proselytizing Company Associates into any other organization, or submitting fraudulent applications for membership or (E) when an Associate fails to meet bonus qualification requirements outlined in #14 below. An Associate who is terminated by the Company will, effective on the date of termination, no longer be entitled to any bonuses or commissions, advanced or earned, personal or downline. Associate fees will not be refundable unless the Associate Agreement is terminated by the Associate within the first 5 days after the effective date, so long as the Associate has not sold any memberships or recruited any other Associates.
13. Advance commissions for sales produced by the Associate or in the Associate's downline shall be earned only as fees on products/services are earned. Any sums advanced to the Associate shall create a liability (debit balance) of the Associate to the Company which will normally be charged back against earned commissions. The Company reserves the right to pay commissions on an as earned basis on any application or group of applications that the Company can not verify. An Associate may request commissions be paid on less than a 100% advance basis. All reference to dollar amounts and all transactions and payments are in Canadian dollars.
14. Where an Associate Agreement has not been terminated pursuant to 12A-E, the Associate will qualify for commissions on a product/service line only so long as he/she produces at least three personal sales in the product/service line each quarter of the calendar year or maintains a personal membership. After qualifying for forty (40) quarters through the personal sales criteria, the Associate will be qualified in that product/service until the agreement is terminated.
15. The Company reserves the right to not advance commission on any plan.
16. The Company reserves the right at any time to no longer accept new business from any Associate, and to adjust or change marketing plan and incentive program at any time without notice.
17. The Company membership plan cannot be sold or offered in combination with any other product without prior approval from the Corporate Office.

PRIVACY POLICY & PRACTICES FOR PPL LEGAL CARE OF CANADA CORPORATION

Protecting personal information is a priority for PPL Legal Care Canada Corporation ("PPL Canada") and Pre-Paid Legal Services, Inc. ("PPLSI") dba LegalShield® (collectively, "PPL," "we," "us," "our"). To enable us to offer you Associate positions with PPL, we need to collect certain personal information from you. However, we want to emphasize that we are committed to maintaining the privacy of this information in accordance with applicable law. This Privacy Statement explains what personal information we collect about Associates in Canada (whether online or offline) and how we treat that information. This Privacy Policy does not apply to PPL employees.

How We Collect, Use and Disclose Associate Information

If you apply to become a PPL Associate, we will collect personal information from you, including: your name; contact information; date of birth; Social Insurance Number ("SIN") or, for business Associates, GST Registration Number; co-applicant's name; banking information; and credit card or cheque information. If you become an Associate, we will also collect member recruiting, upline and downline information and reports about you, generated through your ongoing associateship with PPL.

We typically use the personal information collected to process, administer and manage your associateship, Associate entry payment, and compensation according to the multi-level marketing system (the "System"); to respond to your inquiries; to provide you with the various Associate and member reports you have subscribed for through LegalShield Advantage Plus; to report your income as required by law; to generally manage our business; and to meet legal, regulatory, processing and security requirements.

We disclose: certain portions of the information collected in the Associate Agreement to the Sponsoring Associate, so that he/she may assist you in the application process and monitor his/her status in the System; your ongoing member recruiting, upline and downline status to all upline Associates, so that they may monitor their status in the System; your banking and/or credit card information to your bank and/or credit card company, to process your entry fee payment and your compensation; and information to be disclosed to meet legal, regulatory, processing and security requirements. If you provide a co-applicant's name, you confirm that your co-applicant consents to the collection, use and disclosure of his/her personal information (where applicable) for the purpose of extending your Associate privileges to him/her as outlined above.

Other Transfers and Disclosures of Information

From time to time, PPL may also share your personal information with our third party vendors, suppliers and providers responsible for administering or providing the products and services you requested, on our behalf. We contractually require the organizations with whom we share your personal information for these purposes to have policies regarding personal information consistent with our Privacy Policy or to abide by our policies as relevant to the personal information shared with them. Some of these organizations may be located outside of Canada, including in the United States. While your personal information is located outside Canada it will be subject to legal requirements in those foreign countries applicable to these organizations, for example, lawful requirements to disclose personal information to government authorities in those countries.

We may also use and disclose your personal information to parties connected with the contemplated or actual financing, insuring, sale, assignment or other disposal of all or part of our business or assets, including for the purposes of determining whether to proceed with such transaction or fulfilling any records or other reporting requirements to such parties. We will require that such parties treat your personal information in accordance with this Privacy Policy and to use and disclose it only for the purposes for which it was collected, including to provide the products, services or information that PPL would otherwise provide to you and generally to carry on the PPL business.

Your Consent

If you choose to provide personal information to PPL, we assume that you consent to the collection, use and disclosure of your personal information as outlined in this Privacy Policy. If you do not consent, please do not provide your personal information or, where applicable, exercise the opt-in or opt-out options offered. Subject to legal and contractual requirements, you may refuse to consent to our collection, use or disclosure of information about you or you may withdraw your consent to our further collection, use or disclosure of information about you by contacting the Privacy Officer at associateservices@legalsshield.com, or call 580.436.7424.

We will explain the consequences of the withdrawal of your consent. If PPL requests additional personal information or intends to use or disclose your personal information differently than described in this Privacy Policy, we will advise you at or before the time of collection, use or disclosure (as the case may be) as to how we will handle that personal information. PPL will not collect, use or disclose personal information other than as described herein, or at the time of collection, use or disclosure (as the case may be), or as otherwise required or permitted by law. There are limited instances where PPL may collect, use or disclose your personal information without your consent, for example to collect a debt owed to us or to comply with a court order.

Security and Retention

We maintain appropriate physical, organizational and technological safeguards, appropriate to the nature and sensitivity of the personal information, to protect your personal information from unauthorized access, loss, or misuse. Only authorized PPL employees and agents that need to access your personal information will have access to it. You can generally visit the PPL Website without revealing any personal information. PPL takes precautions to ensure the security of any personal information submitted by you to PPL online. However, given that unencrypted electronically transmitted data is not 100% secure, we make no warranties as to the security of any such information that you submit electronically, which you do at your own risk.

Access, Correction, Inquiries and Complaints

We maintain a file of your personal information for the above purposes. This file is accessible at One Pre-Paid Way, Ada, Oklahoma, 74820. If you wish to request access to, or correction of, your personal information in PPL's records, please make your request in writing to Privacy Officer at associateservices@legalsshield.com, or One Pre-Paid Way, Ada, Oklahoma 74820. Some information may not be accessed in certain circumstances, for example if it contains personal information of other persons or for other legal reasons. If you have any inquiries, requests or complaints regarding PPL's privacy practices, please write to Privacy Officer at regulatory@legalsshield.com, or One Pre-Paid Way, Ada, Oklahoma 74820.

The Internet

Generally speaking, you can visit the PPL Website without providing personal information about yourself. However, a technology called cookies may be used to provide you with tailored information. A cookie is a tiny element of data that a website can send to your browser, which may then be stored on your hard drive so we can recognize you when you return. You may set your browser to notify you when you receive a cookie and you may choose to disable cookies if you wish.

PPL's website may contain links to other Internet sites owned and operated by third parties. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites. You should review the privacy policies applicable to the other sites before you provide any personal information on those sites.

The PPL Website logs IP addresses (or domain names), but not the e-mail addresses, of visitors. This information is aggregated and logged, and used to measure statistical information about usage of the website, including but not limited to the total number of visits, average time spent on the website, and pages viewed, both in real-time, and within a certain historical time frame. PPL uses this aggregated information to measure the use of our website and to improve the content and usage of our website.

Changes to this Privacy Policy

PPL reserves the right to change this Privacy Policy from time to time. If PPL makes a material change, this Privacy Policy will be updated accordingly and we will notify you that the Privacy Policy has been changed. We recommend that you review this Privacy Policy from time to time and in any event when you receive notification of a change. Your continued provision of personal information, use of our website or continued participation as an Associate following notification of any changes to this Privacy Policy shall constitute your acceptance of these changes. This Privacy Policy is effective as of January 1, 2013.

