

**ELECTRONIC FILER AGREEMENT**

WHEREAS, this Electronic Filer Agreement (the “**Agreement**”) is made by and between Verus Claims Service, LLC (“**Verus**”), with offices at 57 Hamilton Avenue, Hopewell, New Jersey 08525, and the law firm of \_\_\_\_\_, with offices at \_\_\_\_\_ (“**Law Firm**”) (collectively, “the **Parties**”).

**Recitals**

WHEREAS, Verus currently processes asbestos related personal injury claims on behalf of the Porter Hayden Trust:

WHEREAS, the Law Firm intends to file asbestos personal injury claims on behalf of the Law Firm’s clients (“**Claimants**”) against the Porter Hayden Trust; and

WHEREAS, it is mutually beneficial to Verus and the Law Firm to communicate information to each other electronically and thereby speed claim processing and lower transactional costs.

NOW, THEREFORE, in consideration of the promises and undertakings described herein, the sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

**1. Electronic Claims Filing**

1.1 Access to Verus Online. Subject to the terms hereof, Verus shall provide the Law Firm access to Verus’s proprietary online, electronic claims filing system (“**Verus Online**”) for the limited purpose of electronically filing and settling asbestos personal injury claims with the Porter Hayden Trust. (When the context permits, as used herein, “access to Verus Online” may also refer to access to the claims information electronically submitted by the Law Firm in connection with asbestos personal injury claims filed against the Porter Hayden Trust). The Law Firm shall be permitted access through Verus Online to information regarding only the Law Firm’s own claims filed against the Porter Hayden Trust, and the Law Firm shall be authorized to act through Verus Online in regard only to the Law Firm’s clients’ claims filed against the Porter Hayden Trust. The Law Firm shall not use Verus Online to file or settle claims, nor to access information regarding claims, for clients of another law firm unless such other law firm has entered separately into this Agreement and has designated in writing an authorized principal,

employee, or agent of the Law Firm to serve as the Firm Administrator, as defined below, for the other law firm.

- 1.2 Filing Methods, Media, and Format. Verus shall accept, through Verus Online, claim information from the Law Firm using one or more electronic methods, media, and formats that Verus will from time to time specify. The methods, media, and formats that Verus will specify will be among those then in general use among businesses transferring information electronically.
- 1.3 Proprietary System. The Law Firm acknowledges that Verus Online, including all enhancements thereto and all screens and formats used in connection therewith, are the exclusive proprietary property of Verus. The Law Firm agrees that it shall not publish, disclose, display, provide access to, or otherwise make available any software or any other products associated with Verus Online, or any screens, formats, reports or printouts used, provided, or produced in connection therewith, to any person or entity other than an employee or principal of the Law Firm, with the exception that the Law Firm may publish, disclose, display, provide access to, or otherwise make available to a Claimant represented by the Law Firm any screens, formats, reports or printouts that contain information relating solely to that Claimant's claim.

## 2. User Identification

- 2.1 Firm Administrator. The Law Firm's access to Verus Online shall be managed by an authorized principal, employee, or agent of the Law Firm whom the Law Firm designates in writing to serve as the "**Firm Administrator.**" The Firm Administrator need not be an attorney. The Firm Administrator shall be permitted to identify additional persons under the Law Firm's employ, management, or control who, along with the Firm Administrator, shall be authorized to access Verus Online on the Law Firm's behalf ("**Law Firm Users**"). Some Law Firm Users may be limited in the functions they can perform on Verus Online; the Firm Administrator will have the power to designate the level of authority that each of the Law Firm Users will have for Verus Online. The Law Firm will remain responsible for oversight and supervision of the persons authorized to access Verus Online, and the Law Firm will at all times remain responsible for the accuracy of the information submitted.
- 2.2 Limited Access. Verus will assign a unique Verus Online password to the Firm Administrator and each additional Law Firm User designated by the Firm Administrator. Verus will provide access to Verus Online only upon entry of the Law Firm User name and password. Verus recommends that passwords be changed

frequently. Law Firm Users may not share their passwords with others, and the Law Firm shall keep all user names and passwords confidential and shall not permit any person to use a Verus Online password that is not assigned to that person. Verus will limit each Law Firm User's access to Verus Online based upon the level of authority specified by the Firm Administrator. Verus may deny any Law Firm User access to Verus Online following failed log-ins. Verus also retains the right to temporarily deny Law Firm Users access to Verus Online for any reason, including, but not limited to, system resources, bandwidth constraints, fraud, or security concerns; but Verus shall not be responsible for any failure on its part to deny access to Verus Online to any user.

- 2.3 Reliance on Law Firm Communications. Verus is entitled to rely on communications and instructions it receives from persons using Verus Online user accounts and passwords assigned by Verus and purporting to act on behalf of the Law Firm and, unless Verus acts with gross negligence, it shall not be held liable for such reliance.
- 2.4 Reaffirmation of Terms and Conditions. Each time a Law Firm User accesses Verus Online, such person will be required to review a logon screen in the form set forth on Attachment 1 hereto that will request reaffirmation that all information submitted to Verus will conform to the terms of this Agreement and will be submitted pursuant to and subject to the provisions of Rule 11 of the Federal Rules of Civil Procedure, as required by Section 5.1. The logon screen will have a hyperlink to an electronic copy of this Agreement. The logon screen will require the Law Firm User to evidence such reaffirmation by clicking "I AGREE" or other similar language. The requirement of reaffirming the terms and conditions before accessing Verus Online shall not in any way affect the validity or binding effect of this Agreement once the Parties have entered into it.

### **3. Technical Capabilities**

- 3.1 Compatible Equipment. In order to file claims through Verus Online, the Law Firm will provide its own compatible computer equipment that meets technical standards that Verus will from time to time announce. The standards that Verus will set for this purpose will be among those then in general use among businesses transferring information electronically.
- 3.2 Reports. Verus will make available to the Law Firm, through Verus Online, the ability to download specified data and to generate reports summarizing information regarding the Law Firm's claims.

- 3.3 Continuous Access. The Verus Online system will be available to the Law Firm seven days per week, with the exception that availability will be interrupted nightly for approximately one hour to synchronize data with the Verus processing systems and at any time as a result of system failure or when necessary for system upgrades, maintenance, or other operational considerations. When reasonably possible, Verus will notify the Law Firm in advance of any foreseen interruption of availability, but shall be under no obligation to do so. Notwithstanding any other provision of this Agreement, Verus shall not be liable for any damages resulting directly or indirectly from system unavailability.
- 3.4 Security. Verus will maintain physical, electronic, and procedural safeguards that will protect the information the Law Firm transmits through Verus Online.

#### **4. Rules and Procedures**

- 4.1 Adherence to TDP. Electronic filing through Verus Online shall not affect the requirements of the Porter Hayden Bodily Injury Trust Distribution Procedures (“TDP”), as may be amended from time to time.
- 4.2 Payment Criteria Unchanged. This Agreement is not intended to alter and does not supersede the claim payment criteria contained in the TDP. This Agreement does not create any rights to claim payment beyond those set forth in the TDP.

#### **5. Claim Information**

- 5.1 Law Firm Certification. The Law Firm hereby represents, and in connection with the submission of any claim shall certify, that it is authorized by the Claimant to submit a claim and that the information and materials submitted hereunder shall be submitted pursuant to and subject to the provisions of Rule 11 of the Federal Rules of Civil Procedure.
- 5.2 Complete Information Required. Verus is not obligated to take any action on an electronically filed claim until it has received the complete information required by the TDP.
- 5.3 Filing. Assignment of a claim number by Verus Online shall constitute filing of a claim for purposes of any applicable statute of limitations or repose provisions in the TDP. The Law Firm acknowledges and agrees that although the Verus Online system permits an electronic claim filing to be saved prior to its electronic submission, such does not constitute a valid claim filing for any purposes, including tolling of statutes of limitation or repose, and

Verus will not have, and in any case will not be deemed to have, any record of such an entry. If the Verus Online system refuses, or otherwise does not accept, the submission of an electronic filing for any reason, including a Verus Online system failure, this too shall not constitute a tolling of any applicable statute of limitations or repose.

- 5.4 Maintenance of Supporting Documents. The Law Firm shall maintain a copy of each document relied upon in connection with any claim electronically filed through Verus Online. Copies may be retained in either paper or electronic format. The Law Firm will timely provide copies of such documents to Verus upon request.
- 5.5 Use of Claimants' Confidential Information. Any claim information the Law Firm submits through Verus Online pursuant to this Agreement shall remain confidential information which may be disclosed by Verus to third persons only upon an order of court of competent jurisdiction. Notwithstanding, Porter Hayden Trust, and its designated employees and representatives, shall have access to any claim information the Law Firm submits through Verus Online.

## **6. Settlement Offer, Acceptance, and Payment**

- 6.1 Settlement Offers. Verus, acting on behalf of the Porter Hayden Trust, shall communicate completion of review of a claim and any settlement offer to the Law Firm. Upon electronic communication of any settlement offer by Verus, the Law Firm will be able to electronically view/print, in a portable document file (.pdf) format, a customized release for use in documenting acceptance of the settlement offer (the "**Release**"). The Release shall not be modified in any manner from the customized format provided. Upon the Law Firm's request, Verus will mail a hard copy of the Release to the Law Firm.
- 6.2 Law Firm Required to Obtain And Deliver Signed Release. In the event a Claimant intends to accept a settlement offer communicated through Verus Online, the Law Firm will be responsible for obtaining the signature of the Claimant on the Release and delivering the Release to Verus. Delivery of the Release may be made in one of two ways: (a) the original, signed Release may be mailed to Verus or (b) an image of the original, signed Release may be uploaded to Verus through Verus Online, separately emailed, or faxed to Verus. In the event an image of the original, signed Release is delivered to the Facility, the Law Firm shall maintain the original, signed Release. The original, signed Release shall not be required to be returned to Verus as a precondition to payment, but the Law Firm shall maintain a hard

copy of the signed Release. Verus and the Porter Hayden Trust shall have the right to audit the Law Firm's compliance with this procedure and, upon ten (10) days' notice to the Law Firm, the Law Firm shall produce the image or hard copy of the properly executed Release for review by Verus.

- 6.3 Payment Method Options. At the Law Firm's option, Verus will make payment of claims either by single or group check, pursuant to the instructions on file with Verus at the time of payment.

## **7. Limitation of Liability; Indemnification**

- 7.1 Limited Damages. Except as specifically provided in this Agreement, or as otherwise required by law, neither Verus, the Porter Hayden Trust, the Porter Hayden Trust Advisory Committee, the Porter Hayden Trust Futures Representative, nor any officer, director, trustee, employee, contractor, or agent of any of them will be held liable for any indirect, incidental, special, or consequential damages by reason of the Law Firm's use of Verus Online.

- 7.2 DISCLAIMER. VERUS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO THE LAW FIRM OR TO CLAIMANT'S COUNSEL OF RECORD, ANY CLAIMANT OR ANY THIRD PARTY, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED OR STATUTORY OR ARISING OUT OF CUSTOM OR COURSE OF DEALING OR USAGE OF OR IN THE TRADE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **8. Miscellaneous**

- 8.1 No Assignment. Neither Party may assign or otherwise transfer in any way any of its rights and obligations arising out of this Agreement without the prior written consent of the other party, except Verus may assign or otherwise transfer this Agreement to another entity that processes asbestos personal injury claims, provided such entity agrees to be bound by the terms of this Agreement.

- 8.2 Termination. Either Party may terminate this Agreement in its entirety upon written notice to the other Party. On the effective date of termination of this Agreement in its entirety, Verus will cease providing the Law Firm with access to Verus Online, and the Law Firm will cease making online claim submissions or having access to Verus Online claim review.

- 8.3 Disputes. Any dispute between the Parties relating to claim allowance or disallowance, or the appropriate categorization or settlement value of a claim submitted by the Law Firm to Verus will be resolved pursuant to the Porter Hayden Trust's dispute resolution procedures.
- 8.4 Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of God, embargo, riot, sabotage, labor shortage or dispute, governmental act, or failure of Internet service, provided that the delaying party: (a) gives the other party prompt notice of such cause, and (b) uses reasonable efforts to promptly correct such failure or delay in performance.
- 8.5 Applicable Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Illinois.
- 8.6 Binding Effect. Each of the undersigned persons represents and warrants that they are authorized to sign this Agreement on behalf of the Party they represent, and that they have the full power and authority to bind such Party to each and every provision of this Agreement. The person executing this Agreement on behalf of the Law Firm is a licensed, practicing attorney who is a partner or other principal in the Law Firm. A signature on a copy of this Agreement transmitted by facsimile machine will have the force of an original signature.
- 8.7 Claim Deferral. Nothing contained in this Agreement shall be construed to provide a substantive right of claim filing deferral contrary to the Asbestos Trust Distribution Procedures.
- 8.8 Severability. If any term or provision of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement shall remain in full force and effect.
- 8.9 Entire Agreement and Waiver. This Agreement constitutes the entire agreement and understanding between and among the Parties concerning the matters set forth herein. This Agreement may not be amended or modified except by another writing signed by the Parties. Any failure of either party to exercise or enforce its rights under this Agreement shall not act as a waiver of subsequent breaches.

LAW FIRM:  
[LAW FIRM]

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Its: \_\_\_\_\_

VERUS CLAIMS SERVICES, LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

ATTACHMENT 1 ELECTRONIC FILING LOGON SCREEN

By clicking "I Agree" below, the Law Firm certifies that it is authorized by the Claimant to submit a claim, that the information and materials submitted in this online session comply in all respects with the provisions of Rule 11 of the Federal Rules of Civil Procedure, and that all information submitted online conforms to the terms and conditions of the [Electronic Filer Agreement](#). (In the event you wish to review the full text of the [Electronic Filer Agreement](#) you may do so by clicking the hyperlink.) By proceeding to log on, you acknowledge your assent to these terms and conditions.

Username:

Password:

Client: Porter Hayden Trust

I Agree