

MEMBERSHIP AGREEMENT

Revised 12/01/2021

PREAMBLE

This document is a Membership Agreement by and between Firearms Legal Protection of North Carolina, LLC, a Texas Limited Liability Company (“Firearms Legal Protection”) and _____ (“Member”), for the Benefits that the Member has chosen with the purchase of membership in Firearms Legal Protection. This Membership Agreement, which includes the Terms of Use that govern Member’s participation in Firearms Legal Protection and its website (www. Firearmslegal.com), constitutes a legal agreement between Member and Firearms Legal Protection detailing the Benefits provided within this Agreement. By enrolling in membership and paying the required membership fee, Member accepts the terms of this Membership Agreement. Please read this Membership Agreement carefully.

Firearms Legal Protection is a prepaid legal service company that provides Benefits described within this Membership Agreement to assist Members should a Member have a Use of Weapon Incident or be the subject of an Extreme Risk Protection Order according to Applicable Law where the incident occurred or the order was issued. Firearms Legal Protection is not an insurance product nor a reimbursement plan. All Benefits are paid directly to the contractor of services on behalf of the Member by Firearms Legal Protection. There is no contribution, deductible or co-payment by the Member other than the cost of the Membership Plan chosen by the Member.

MEMBERSHIP PLANS

Firearms Legal Protection offers three Membership Plans.

- 1. Individual Plan:** Members who choose and pay for this Plan will receive Legal Services Benefits for a Use of Weapon Incident that occurs in the Member’s state of residence, as well as the Extreme Risk Protection Orders Benefit (i.e. Red Flag Laws) and the Expungement Benefit only in the Member’s state of domicile. No other Benefits described in this Membership Agreement will apply or be available to Members who purchase the Individual Plan.
- 2. Premium Membership Plan:** Members who choose and pay for this Plan will have access to all of the Benefits listed in this Membership Agreement in all 50 states for a Use of Weapon Incident under Applicable Law of the state where the Use of Weapon Incident occurred.
- 3. Family Membership Plan:** Members who choose and pay for this Plan will have access to all of the Benefits listed in this Membership Agreement in all 50 States for a Use of Weapon Incident under Applicable Law of the state where the Use of Weapon Incident occurred. The Family Membership Plan also extends Benefits to the spouse of the Member, and any minor

children of the Member that are 17 and under and which permanently reside in the home of the Member. If the Benefits are extended to such spouse and children, they will be deemed Members of Firearms Legal Protection under this Membership Agreement.

BENEFITS

Applicable Benefits will be provided to a Member in the event a Use of Weapon Incident occurs to the extent allowed by Applicable Law, or in the event an Extreme Risk Protection Order is issued to a Member, during the term of this Membership Agreement and while this Membership Agreement is in effect. A request for any Benefit may be initiated by calling the attorney answered emergency hotline number provided to the Member on his or her membership card. The emergency hotline is only to be used in the event of a Use of Weapon Incident by a Member or the issuance of an Extreme Risk Protection Order against the Member; it is not to be used for any other purpose.

LEGAL SERVICES BENEFIT

Firearms Legal Protection will pay for and provide to the Member a Contracting Attorney for a criminal case charged by a governmental agency against the Member arising out of a Use of Weapon Incident, and a civil lawsuit served against a Member arising out of a Use of Weapon Incident. Contracting Attorney's legal representation shall extend to and include a trial (including retrials) on the merits in a court or tribunal of competent jurisdiction. The Legal Service Benefit pays the legal fees of the Contracting Attorney. There is no maximum limit that Firearms Legal Protection will pay toward the legal fees of a Contracting Attorney for this Benefit. The Legal Service Benefit does not include court costs, court reporter fees or other fees, costs, or expenses. The Legal Service Benefit does not include legal fees incurred to handle an appeal of a trial court's judgment nor any costs associated therewith. Nothing in this Membership Agreement shall be construed to limit the right of a Member to retain, at his or her own expense, an additional attorney to advise or represent the Member.

EXTREME RISK PROTECTION ORDER BENEFIT (RED FLAG LAW PROTECTION)

If a Member becomes a respondent to, or the subject of, a validly issued Extreme Risk Protection Order, Firearms Legal Protection will provide the Member with a Contracting Attorney to represent the Member in any legal proceeding resulting from the issuance of such Extreme Risk Protection Order while this Membership Agreement is in effect. The maximum amount that Firearms Legal Protection will pay to the Contracting Attorney on behalf of the Member is \$5,000. This Benefit does not apply (i) if the Extreme Risk Protection Order is in any way related to, or arises out of, a Use of Weapon Incident, or the use of a Legal Weapon for any other purpose, or (ii) any legal matters relating to extensions, renewals, terminations or appeals of any Extreme Risk Protection Order was issued prior to the effective date of this Membership Agreement or after this Membership Agreement terminates. The Extreme Risk Protection Order Benefit only applies if the Member reports the issuance of an Extreme Risk Protection Order to Firearms Legal Protection within 72 hours after it is served on the Member, or the Member's family. Member should call (844) 357-9400 to report the issuance of an Extreme Risk Protection Order.

MULTI-STATE COVERAGE BENEFIT

Firearms Legal Protection will extend all applicable Benefits to Members outside of their state of domicile during while this Membership Agreement is in Effect. This Benefit applies to the Premium and Family Benefit Plans only.

EXPERT WITNESS BENEFIT

If an expert witness is determined by us to be necessary to assist in the defense of a covered Use of Weapon Incident, , Firearms Legal Protection will pay such expert witnesses up to an aggregate total of \$10,000 for their fees, costs and expenses to assist in preparation of Member's case for trial. The Expert Witness Benefit applies only for an expert to assist the attorney, judge or jury in determining the reasonableness and justification of the Use of Weapon Incident by the Member under Applicable Law. The Member may employ, at his or her own expense, any other expert witness. However, the Member will be responsible for all fees, costs, and expenses relating to that expert witness. This Benefit applies to the Premium and Family Benefit Plans only.

INVESTIGATOR FEE

If an investigator is determined by us to be necessary to assist in the defense of a covered Use of Weapon Incident, Firearms Legal Protection will pay such investigators up to an aggregate total of \$10,000 for their fees, costs and expenses to assist in preparation of Member's case for trial. The Investigator Benefit applies only for an investigator to assist the attorney in determining the reasonableness and justification of the Use of Weapon Incident by the Member under Applicable Law. The Member may employ, at his or her own expense, any other investigator. However, the Member will be responsible for all fees, costs, and expenses relating to that investigator. This Benefit applies to the Premium and Family Benefit Plans only.

BAIL BOND BENEFIT

Firearms Legal Protection will pay the Bail bond premium to a licensed bail bond service for a bond with a face value up to \$250,000. The Member will be responsible for meeting all other requirements to obtain a bond, including requirements for a bond of any larger size and any other requirements that a licensed bondsman may place upon Member. Firearms Legal Protection will not agree to act as surety or guarantor for the Member. The Member agrees and understands that Firearms Legal Protection is not entering into a surety or guaranty agreement regarding any bond or bond conditions. This Benefit applies to the Premium and Family Benefit Plans only.

EXPUNGEMENT OF CRIMINAL RECORD BENEFIT

If a Member is covered for the Legal Services Benefit, and after a trial in which a Use of Weapons Incident was considered by the trier of fact, the Member is found not guilty, or the case is dismissed

or *nolle prosequi*, and the charge remains on the Member's criminal record, we will provide the Member with a Contracting Attorney to represent the Member in subsequent proceedings to have the Member's criminal record expunged under Applicable Law. The maximum amount that we will pay to the Contracting Attorney on behalf of the Member is \$5,000. This Expungement Benefit does not apply if the Member (i) pleads guilty or nolo contendere to any criminal charge, or (ii) is found guilty of any criminal charge that arises out of the Use of Weapons incident for which the Member is charged. This Benefit applies to all Benefit Plans.

EFFECTIVE DATE OF MEMBERSHIP

This Membership Agreement becomes effective on the day and at the time that Firearms Legal Protection accepts Primary Member's application. Firearms Legal Protection accepts a Primary Member's application on the day and at the time Firearms Legal Protection emails this Membership Agreement to the Primary Member (the "Effective Time"). If the Primary Member purchases an upgraded Membership Plan, any additional Memberships will become effective on the date Firearms Legal Protection charges the Primary Member for the upgraded Membership Fee associated with the upgraded Membership Plan. Firearms Legal Protection reserves the right to reject any application for Benefits for any lawful reason.

MEMBERSHIP CARD(S)

If the Member applies for membership online at www.Firearmslegal.com, a membership card will be mailed to the Primary Member at the address provided by Primary Member in the application. If a Member applies for membership in any manner other than on-line, a membership card will be provided to the Primary Member by the authorized sales location. If a Primary Member does not receive a membership card, please contact customer service at 844-357-9400.

DEDUCTIBLES OR COPAYMENTS

At no time is a Member responsible for any deductibles or copayments under this Membership Agreement.

SUBROGATION RIGHTS

If a Member has rights to recover any part of, or all of, any payment that Firearms Legal Protection has paid out for Benefits under this Membership Agreement, then the Member will, at request of Firearms Legal Protection, transfer those right to Firearms Legal Protection, or assist Firearms Legal Protection to help enforce those rights. The Member agrees to not impair these rights in any way.

LIMITATIONS AND EXCLUSIONS

TIME OF INCIDENT

This Membership Agreement provides no Benefits for any Use of Weapon Incident that occurs prior to the Effective Time this Membership Agreement becomes effective, or after termination of this Membership Agreement.

EXCLUDED CONDUCT

This Membership Agreement provides no Benefits:

- (i) except for the Red Flag Law Benefit, any conduct by a Member that is not directly related to a Use of Weapons Incident,
- (ii) where a Member did not use a Legal Weapon in accordance with Applicable Law;
- (iii) where a Use of Weapon Incident occurs during, arises out of, or is incident to the commission of any crime, or unlawful activity by a Member;
- (iv) in regard to any Use of Weapon Incident that does not involve a Legal Weapon;
- (v) for any Use of Weapon Incident that involves the negligent or unintended discharge of a Firearm by a Member;
- (vi) for a Use of Weapon Incident that occurs when the Member is intoxicated pursuant to Applicable Law,
- (vii) for a Use of Weapon Incident that arises out of, in any way involves, or is incident to the Brandishing of a Legal Weapon by a Member.
- (viii) for a Use of Weapon Incident in any location where possession of a Firearm, or other Legal Weapon is prohibited by Applicable Law

COMMERCIAL USE

This Membership Agreement provides no Benefits to a Member for a Use of Weapon Incident related to or arising out of a Member’s scope of employment or work, during work hours or not, including, but not limited to work as a peace officer, security guard or private investigator. Firearms Legal Protection will provide Benefits to peace officers, security guards and private investigators who have a Use of Weapon Incident that is not related to their work or employment.

FAMILY VIOLENCE

This Membership Agreement provides no Benefits to a Member for a Use of Weapon Incident, related to or arising out of the use of a weapon by a Member against that Member’s current or former family member, household or dating relationship as defined by Applicable Law.

APPEALS

This Membership Agreement provides no Benefits to a Member for any criminal or civil appeals in any courts of appeal or other tribunal-

COSTS & FEES

This Membership Agreement only provides for the Benefits specified herein according to the Membership Plan the Primary Member has selected. This Membership Agreement does not provide payment or indemnification for court costs, court reporter fees or costs, videography, civil or criminal penalties and fines, sanctions, filing fees, transcription, records cost or other costs, fees, or expenses.

REQUIREMENTS OF MEMBERS

To obtain services or benefits under this Contract, Members must comply with the following provisions:

SEVENTY-TWO (72) HOUR NOTICE

A Member must notify Firearms Legal Protection within 72 hours of a Use of Weapon Incident involving a Member. Failure to notify Firearms Legal Protection within 72 hours will relieve Firearms Legal Protection from any and all obligation to provide any Benefits under this Membership Agreement.

COOPERATION WITH CONTRACTING ATTORNEY

A Member must fully cooperate with the Contracting Attorney in the Member's defense.

ADDRESS CHANGES

A Member must promptly inform Firearms Legal Protection of all changes in Member's home address, e-mail address and telephone number. Failure to notify Firearms Legal Protection of these changes may affect the Benefits available under this Membership Agreement and a Member's case.

TERM, PAYMENT, RENEWAL AND TERMINATION

TERM OF THIS MEMBERSHIP AGREEMENT

This Membership Agreement shall be for a term of one year from the Effective Time and will renew for successive one-year terms unless terminated sooner by either the Primary Member or Firearms Legal Protection pursuant to the terms of this Membership Agreement.

BILLING AND PAYMENT OF FEES

For Firearms Legal Protection to approve and accept a Primary Member under this Membership Agreement, valid credit card information is required at the time of purchase. The Primary Member will be charged in accordance with the billing terms in effect at that time. The Primary Member may pay the annual fee in advance or pay on a monthly basis, and the credit card used will be charged accordingly. If a Primary Member wants to upgrade a Membership Plan after the initial Effective Time, the associated costs and fees will be prorated and charged for the remaining term.

GRACE PERIOD OF PAYMENT

If the Primary Member does not make a monthly payment or the required payment on automatic renewal, the Primary Member will have a grace period of thirty-one (31) days to make that payment before this Membership Agreement is terminated.

AUTOMATIC RENEWAL UNLESS TERMINATED

This Membership Agreement will renew automatically at the end of the initial one-year term and at the end of each one-year term thereafter unless terminated before by the Primary Member, or by Firearms Legal Protection. The Primary Member will be charged in accordance with the billing terms in effect at the time of renewal.

COST, FEE ADJUSTMENTS, AND PRICE LOCK

Firearms Legal Protection may change the membership fees for this Membership Agreement at the end of each one-year term. If Member attended a class, presentation or received a promotional code or discount that provided for a “price lock” on membership fees, there will be no increases to membership fees for the prescribed “price lock” term.

TERMINATION BY FLP

(a) Whether the Primary Member elects to pay the full membership fee in advance or on a monthly basis, this Membership Agreement will not be effective until the fees are processed with a valid credit card and the Membership Agreement is emailed to the Primary Member. If the Primary Member fails to make any payment to Firearms Legal Protection promptly when due, including but not limited to, a monthly payment or payment to automatically renew, this Membership Agreement will terminate as of the payment due date, provided however the Primary Member will have a grace period of thirty-one (31) days to make the required payment. If the

required payment is made within the grace period time, Firearms Legal Protection will reinstate this Membership Agreement as of the original payment due date.

(b) Firearms Legal Protection may also terminate this Membership Agreement at any time by giving the Primary Member not less than five (5) days' written notice to the home address or email address of record that is contained in the Primary Member's Firearms Legal Protection account. In that event, Firearms Legal Protection will refund any unearned membership fees paid by Primary Member and received by Firearms Legal Protection on a pro rata basis. If Firearms Legal Protection terminates this Membership Agreement while Benefits are pending for a Use of Weapon Incident, Firearms Legal Protection will continue to provide and pay for those benefits for that Use of Weapon Incident. Notwithstanding the prior sentence, Firearms Legal Protection may terminate this Membership Agreement immediately, with no further obligations owed, if the Primary Member materially fails to cooperate with the Contracting Attorney, or the Benefits Department of Firearms Legal Protection.

(c) There is no requirement to give notice of cancellation of this Membership Agreement if it is canceled because of nonpayment, a material misrepresentation by the Primary Member to Firearms Legal Protection or a substantial breach of a duty by the Primary Member.

TERMINATION BY PRIMARY MEMBER

(a) For any reason, the Primary Member may terminate this contract within seven (7) days of the date the Primary Member first received this Membership Agreement. Any costs or fees paid hereunder by the Primary Member and received by Firearms Legal Protection will be refunded to the Primary Member provided the Primary Member has not sought or received any Benefits under this Membership Agreement prior to termination. This Membership Agreement will then be void from the beginning as if it had never been entered into with no duty or obligation owing to any Member by Firearms Legal Protection.

(b) The Primary Member may also terminate this Membership Agreement at any time or remove family members by giving thirty-one days' advance written notice to Firearms Legal Protection. Any unearned membership fees paid hereunder by the Primary Member and received by Firearms Legal Protection will be refunded to the Primary Member on a prorated basis.

(c) If the Primary Member terminates this Membership Agreement, Firearms Legal Protection is not required to provide notice of termination to any Member.

EFFECT OF TERMINATION

In the event of termination hereunder by either the Primary Member or Firearms Legal Protection, this Membership Agreement will cancel on the effective date of termination and shall have no further force or effect (unless Firearms Legal Protection is required to provide Benefits for a pending Use of Weapon Incident).

MISCELLANEOUS PROVISIONS

NOTICES

If Member is required to give written notice to Firearms Legal Protection under this Membership Agreement, it can be provided:

- (i) by e-mail to members@Firearmslegal.com; or
- (ii) by U.S. Mail to Firearms Legal Protection Management, LLC, 15301 Dallas Parkway, Suite 500, Addison, Texas 75001.

Any notices will be effective upon receipt by Firearms Legal Protection. If written notice is required to be given to any Member under this Membership Agreement, such notice can be sent by U.S. Mail to the Member's home address or e-mail address that is contained with the Primary Members Firearms Legal Protection account. All notices sent by Firearms Legal Protection will be effective when mailed or emailed.

CONTRACTING ATTORNEYS

Contracting Attorneys providing professional services for Members under the terms of this Membership Agreement are not agents or employees of Firearms Legal Protection. Any Contracting Attorney who renders professional services to a Member under the terms of this Membership Agreement is required to maintain the attorney-client relationship with the Member and is solely responsible to the Member for all legal professional services provided. It is within the discretion of the Member and the Contracting Attorney to determine how claims or defenses pertaining to a Use of Weapon Incident or an Extreme Risk Protection Order involving a Member are to be handled. Firearms Legal Protection will not influence or attempt to affect the rendering of legal professional service of the Contracting Attorney. Neither Firearms Legal Protection nor the Contracting Attorney guarantees the outcome of any legal proceeding.

WAIVER

Each Member and Firearms Legal Protection waive the right to seek punitive, treble, exemplary, or consequential damages for any claim arising out of this Membership Agreement.

COMPLAINTS AND GRIEVANCES - ARBITRATION REQUIRED

If a Member has a complaint or grievance arising out of this Membership Agreement, the Member shall call Customer Service Center at 844-357-9400 or send an email to Firearms Legal Protection (Members@Firearmslegal.com). The Member and Firearms Legal Protection will cooperate in good faith to resolve the dispute. If the dispute cannot be resolved by this method, within thirty

days of Members' notice to Firearms Legal Protection hereunder, both the Member and Firearms Legal Protection agree to jointly select and pay a mediator to help resolve the issue. If no timely resolution of the dispute occurs through mediation, the dispute shall be resolved by binding arbitration to be held in Charlotte, North Carolina, and administered by the American Arbitration Association with one arbitrator in accordance with its Consumer Arbitration Rules. Any Member or Firearms Legal Protection may demand the arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **MEMBER WAIVES THE RIGHT TO PROCEED WITH ARBITRATION IN THE NATURE OF A CLASS ACTION OR A CLASS-WIDE ARBITRATION, AND EXPRESSLY WAIVES THE RIGHT TO PROCEED IN ANY COURT ON A CLASS BASIS OR CLASS ACTION BASIS.**

NOT INSURANCE

This Membership Agreement is not a contract of insurance or indemnification of any kind. Firearms Legal Protection is not an insurance company. Firearms Legal Protection is not a law firm. Firearms Legal Protection does not provide any Legal Services. Only a licensed attorney can provide Legal Services.

REPAYMENT RIGHTS

In the event of any material breach of this Membership Agreement by a Member, the Member agrees to repay Firearms Legal Protection any and all amounts paid by Firearms Legal Protection on behalf of the Member within ten (10) days of written demand to Member from Firearms Legal Protection. If Member fails to repay any amounts demanded hereunder, Firearms Legal Protection may exercise all rights and remedies available at law or in equity including seeking the recovery of reasonable attorney's fees and costs.

INSURANCE COVERAGE - OTHER SOURCES

In the event a Member has insurance or other coverage or benefits such as employer, union or association provided benefits that provide coverage or other benefit(s) to pay for services identical or substantially similar to any Benefits of Firearms Legal Protection described in this Membership Agreement, that coverage (from other sources) or other benefit(s) shall be primary and the payments for any benefits provided by Firearms Legal Protection shall be secondary to other benefit(s) providers. Member agrees to provide Firearms Legal Protection information about any such coverage or benefits, including copies of any applicable insurance policies, and assist Firearms Legal Protection in the event of an attempt to recover such monies that have been spent by Firearms Legal Protection to recoup monies spent on Member's behalf under the terms of this Membership Agreement.

MEMBER BOUND - CONTRACT NOT ASSIGNABLE

Each Member afforded Benefits under this Membership Agreement is bound by the terms of this Membership Agreement. This Membership Agreement and the Benefits provided hereunder are not assignable by any Member to any other person.

ENTIRE AGREEMENT - CHANGES TO THIS CONTRACT

This Membership Agreement contains the entire agreement between Member and Firearms Legal Protection. No changes to this Membership Agreement are valid until the change has been approved by an executive officer of Firearms Legal Protection and endorsed or attached to this Membership Agreement.

FIREARMS LEGAL PROTECTION OF NORTH CAROLINA, LLC IS A REGISTERED LEGAL SERVICE CONTRACT COMPANY IN THE STATE OF NORTH CAROLINA. THIS MEMBERSHIP AGREEMENT IS NOT AN INSURANCE CONTRACT. LEGAL SERVICE CONTRACT COMPANIES AND THEIR SALES REPRESENTATIVES ARE REGULATED BY THE NORTH CAROLINA STATE BAR, WHICH CAN BE REACHED AT:

217 East Edenton St
Raleigh, NC 27611
(919) 828 4620
www.ncbar.gov

THIS MEMBERSHIP AGREEMENT IS NOT AN INSURANCE CONTRACT.
MEMBER MAY CONTACT FIREARMS LEGAL PROTECTION MANAGEMENT, LLC AT:

15301 Dallas Parkway North, Suite 500
Addison, TX 75001
844-357-9400 OFFICE
Office Hours: 8am-5pm CST
Email: members@Firearmslegal.com
www.Firearmslegal.com

DEFINITIONS

For the purposes of this Membership Agreement, the following definitions apply:

“Applicable Law” – Means all federal, state, and local laws, rules, and regulations applicable to the possession or use of a Legal Weapon, Use of Weapon Incident, or the Benefits provided under this Membership Agreement.

“Contracting Attorney” – means a licensed attorney that Firearms Legal Protection contracts to provide the Legal Services Benefit for Member under this Membership Agreement.

“Firearm” – means a weapon designed to expel a projectile, as defined by Applicable Law which a Member Legally Possesses at the time and place of a Use of Weapon Incident.

“Legally Possesses” – means possession that is in strict compliance with Applicable Law.

“Legal Weapon” means a weapon that is recognized by Applicable Law as legal to possess or use. For the purposes of this Agreement, a Legal Weapon does not include any part of the human body, such as head, fingers, hands, fists, elbows, knees, legs, feet or toes.

“Member “or “Member’s” –Means the Person who is named in the membership Agreement.

“Primary Member” Means named person on a Family Membership Plan. All others on the Family Membership Plan (spouse, and any minor children age 17 and under who are permanent residents in the Primary Member’s home at the time of a Use of Weapon Incident) are considered Members.

“Physical Force” – means the projection of force delivered by direct contact between two persons and which does not involve a Legal Weapon.

“Self-Defense” – means an act of self-defense as defined by Applicable Law when a Use of Weapon Incident arises out of a Member’s Imminent fear of severe bodily injury or death, according to Applicable Law.

“Use of Weapon Incident” – means any incident where a Member either displays or utilizes any Legal Weapon, including a Firearm, for the purpose of using the Legal Weapon in Self-Defense or as a weapon to address a threat of serious bodily harm to a Member or others, but only to the extent the use of the Legal Weapon in that manner is allowed by Applicable Law. A Use of Weapon Incident does not include any event or incident caused by the application or use of Physical Force.