ELECTRONIC FILER AGREEMENT

This Electronic Filer Agreement ("**Agreement**") is made by and between Verus, LLC., with offices at 3967 Princeton Pike, Princeton, NJ 08540 ("**Verus**"), the Fuller-Austin Asbestos Settlement Trust ("**Fuller-Austin Trust**"), and the law firm of _____with offices at_____("**Law Firm**") (each **Party**" and, collectively,the "**Parties**").

Recitals

WHEREAS, Verus processes asbestos personal injury claims on behalf of various trusts, including the Fuller-Austin Trust;

WHEREAS, the Law Firm intends to file asbestos personal injury claims on behalf of the Law Firm's clients ("**Claimants**") against the Fuller-Austin Trust; and

WHEREAS, it is mutually beneficial to the Fuller-Austin Trust, Verus, and the Law Firm to communicate information 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 is hereby acknowledged, the Parties agree as follows:

1. Electronic Claims Filing

1.1 Access to VeruSci. Subject to the terms hereof, Verus shall provide the Law Firm access to Verus' proprietary online, electronic claims filing system ("**VeruSci**") for the limited purpose of electronically filing and settling asbestos personal injury claims with the Fuller-Austin Trust. (When the context permits, as used herein, "access to VerusSci" 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 Fuller-Austin Trust). The Law Firm shall be permitted access through VeruSci to information regarding only the Law Firm's own claims filed against the Fuller-Austin Trust, and the Law Firm shall be authorized to act through VeruSci in regard only to the Law Firm's clients' claims filed against the Fuller-Austin Trust. The Law Firm shall not use VeruSci to file or settle claims, or 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. The Fuller-Austin Trust shall accept, through VeruSci, 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 VeruSci, 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 VeruSci, 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 VeruSci 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 VeruSci on the Law Firm's behalf ("**Law Firm Users**"). Some Law Firm Users may be limited in the functions they can perform on VeruSci; the Firm Administrator will have the power to designate the level of authority that each of the Law Firm Users will have for VeruSci. The Law Firm shall remain responsible for oversight and supervision of the persons authorized to access VeruSci, and the Law Firm will at all times remain responsible for the accuracy of the information submitted and for the violation of any provision of this Agreement by any of the Law Firm Users.

2.2 Limited Access. Verus will assign a unique VeruSci password to the Firm Administrator and each additional Law Firm User designated by the Firm Administrator. Verus will provide access to VeruSci 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 VeruSci password that is not assigned to that person. Verus will limit each Law Firm User's access to VeruSci based upon the level of authority specified by the Firm Administrator. Verus may deny any Law Firm User access to VeruSci following failed log-ins. Verus also retains the right to temporarily deny

Law Firm Users access to VeruSci 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 VeruSci to any user.

2.3 Reliance on Law Firm Communications. Verus is entitled to rely on communications and instructions it receives from persons using VeruSci 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 VeruSci, such person will be required to review a log-on screen in the form set forth on **Attachment 1** hereto that will request reaffirmation of this Agreement and a certification that all information submitted to the Fuller-Austin Trust through Verus will comply in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure and that such information is submitted subject to the terms of this Agreement. The log-on screen will require the Law Firm User to evidence such reaffirmation by clicking "Login" or other similar language. The requirement of reaffirming the terms and conditions of this Agreement before accessing VeruSci 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 VeruSci, 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. Through Verus, the Fuller-Austin Trust will make available to the Law Firm (through VeruSci) the ability to download specified data and to generate reports summarizing information regarding the Law Firm's claims.

3.3 Continuous Access. The VeruSci 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. At all times, Verus will use its best efforts to minimize the length and frequency of such interruptions. Notwithstanding any other provision of this Agreement, neither Verus nor the Fuller-Austin Trust shall be liable for any damages resulting directly or indirectly from system unavailability.

3.4 Security. Verus, on behalf of the Fuller-Austin Trust, will maintain physical, electronic, and procedural safeguards that will protect the information that the Law Firm transmits through VeruSci.

4. Rules and Procedures

4.1 Adherence to CRP. Electronic filing through VeruSci shall not affect the requirements of the Fuller-Austin Claims Resolution Procedures ("**CRP**"), 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 CRP. This Agreement does not create any rights to claim payment beyond those set forth in the CRP.

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 in connection with a claim filed through VeruSci with the Fuller-Austin Trust shall comply in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure as if the submissions were a paper presented to a court of the United States. Furthermore, if the Law Firm chooses to allow a Claimant it represents to sign required Trust documents (including, but not limited to, a Release) by electronic means, such eSignature shall be obtained in complaint with the *U.S. Electronic Signatures in Global and National Commerce Act* (ESIGN), 15 USC Ch. 96, et al., and other relevant state and federal law. An electronic signature must be obtained in a manner where the efficacy of the security procedures applied in generating the electronic signature can prove that the electronic signature is attributable to the alleged signatory. Entering into this Electronic Filer Agreement represents the Parties' intent to conduct business electronically.

5.2 Complete Information Required. Verus and the Fuller-Austin Trust are not obligated to take any action on an electronically filed claim until they have received the complete information required by the CRP.

5.3 Filing. Subject to Section 5.2, assignment of a claim number by VeruSci shall constitute filing of a claim for purposes of any applicable statute of limitations or repose provisions in the CRP. The Law Firm acknowledges and agrees that although the VeruSci system may permit an electronic claim filing to be saved prior to its electronic submission, this does not constitute a valid claim filing for any purpose, including tolling of any applicable statute

of limitations or repose, and Verus will not have, and in no case will be deemed to have, any record of such an entry. If the VeruSci system refuses, or otherwise does not accept, the submission of an electronic filing for any reason, including a VeruSci 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 VeruSci. Copies may be retained in either paper or electronic forma for no less than five (5) years. The Law Firm will timely provide copies of such documents to Verus upon request made on behalf of the Fuller-Austin Trust.

5.5 Confidential Information. Any claim information the Law Firm submits through VeruSci pursuant to this Agreement, including information submitted in Bulk Data Transmissions, as defined below, shall remain confidential information submitted for settlement purposes only, and shall not be disclosed except as provided for herein, in the CRP or in the Fuller-Austin Asbestos Settlement Trust Agreement (as may be amended from time to time). In the event that the Law Firm directs another asbestos trust to transmit to the Fuller-Austin Trust any information from such trust for the purpose of settling a claim filed against the Fuller-Austin Trust (collectively, the "**Claimant's Prior Data**"), such Claimant's Prior Data may be used in processing the Claimant's claim against the Fuller-Austin Trust. The Law Firm hereby represents and warrants that for every claim submitted to the Fuller-Austin Trust through VeruSci for which the Law Firm directs another asbestos trust to transmit the Claimant's Prior Data to the Fuller-Austin Trust, the Law Firm is authorized to consent on behalf of each Claimant to such use of the Claimant's Prior Data, and hereby does so consent. The Law Firm understands and agrees that Verus and the Fuller-Austin Trust are relying upon the representations and warranties contained herein.

5.6 Use of Confidential Information in Bulk Data Transmissions. With respect to each Law Firm User that is permitted to file claims by Bulk Data Transmission, the Law Firm hereby acknowledges and agrees that each time a claim is filed by Bulk Data Transmission, the Law Firm reaffirms the representations and warranties set forth in Section 5.5 as provided therein.

5.7 Liens. The Law Firm hereby agrees that prior to disbursing funds received from the Fuller-Austin Trust to a Claimant, it will ask the Claimant whether the Claimant is aware of any valid liens that exist relating to the subject claim and it will inform the Claimant that any such liens must be satisfied to the extent that such satisfaction is required by applicable law.

6. Settlement Offer, Acceptance, and Payment

6.1 Settlement Offers. After its review of a claim submitted electronically, Verus, on behalf of the Fuller-Austin Trust, shall communicate any settlement offer to the Law Firm. In the event the Claimant desires to accept any such settlement offer, 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**"). Upon the Law Firm's request, Verus will mail a hard copy of the Release to the Law Firm. The Release shall not be modified in any manner from the customized form that Verus provides through VeruSci or mails 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 VeruSci, 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 VeruSci, separately e-mailed, or faxed to Verus. In the event an image of the original, signed Release is delivered to the Verus, the Law Firm shall maintain the original, signed Release for no less than five (5) years. Upon request made by Verus on behalf of the Fuller-Austin Trust, the Law Firm shall timely provide the original, signed Release to Verus.

6.3 Payment Method Options. At the Law Firm's option, Verus, on behalf of the Fuller-Austin Trust, will make payment of claims by check or ACH, 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 Fuller-Austin Trust, 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 VeruSci.

7.2 DISCLAIMER. VERUS AND THE FULLER-AUSTIN ASBESTOS SETTLEMENT TRUST MAKE 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. No 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. Any Party may terminate this Agreement in its entirety upon written notice to the other Parties. On the effective date of termination of this Agreement in its entirety, Verus will cease providing the Law Firm access to VeruSci, and the Law Firm will cease making online claim submissions or having access to VeruSci online claim review.

8.3 Disputes. Any dispute among 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 CRP.

8.4 Force Majeure. No 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 Parties 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 Delaware.

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 or other electronic means 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 CRP.

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 written instrument signed by the Parties. Any failure of a Party to exercise or enforce its rights under this Agreement shall not act as a waiver of subsequent breaches.

8.10 NO INDUCEMENTS. NEITHER THE FULLER-AUSTIN ASBESTOS SETTLEMENT TRUST OR VERUS, NOR ANY AFFILIATE OF EITHER HAS MADE ANY REPRESENTATION, WARRANTY OR STATEMENT TO THE LAW FIRM IN ORDER TO INDUCE THE LAW FIRM TO EXECUTE THIS AGREEMENT AND THE LAW FIRM EXPRESSLY WAIVES ANY CLAIM OF FRAUDULENT INDUCEMENT TO EXECUTE THIS AGREEMENT AND FURTHER DISCLAIMS ANY RELIANCE ON STATEMENTS OR REPRESENTATIONS OF THE FAST TRUST OR VERUS IN WAIVING SUCH A CLAIM.

[*Remainder of page intentionally left blank.*]

LAW FIRM

Name of Law Firm: _____

By:_____ Date: _____
(Signature Required)

Name:_____ E-mail:_____
(Print)

Title:_____ Tax ID/EIN:_____

VERUS, LLC

By:_____ Date: _____
(Signature Required)

Title:_____

ATTACHMENT 1: ELECTRONIC FILING LOG-ON SCREEN

VeruSci™
Powered by Verus

The Art and Science of
Complex Litigation Support

Email
Enter your email address

Password
Enter your password

Forgot your password? →

Sign In →