

PANEL LAWYER AGREEMENT dated _____, 2009

Following is the Panel Lawyer Agreement (hereinafter referred to as Agreement) between STERLON Underwriting Managers Ltd. (hereinafter referred to as STERLON), and the Panel Lawyer.

Section 1. Definitions. As used in this Agreement:

"**Eligible Client**" means a person who is covered under a legal plan or an insurance policy administered by STERLON.

"**Covered Services**" means legal services for an eligible client which are covered under a legal plan administered by STERLON.

"**Fee Schedule**" means the document supplied by STERLON from time to time containing the maximum hourly charging rate for which the Panel Lawyer will receive payment under a legal plan or an insurance policy administered by STERLON.

"**Non-Covered Services**" means personal legal services for which coverage is not provided to eligible clients under a policy or legal plan administered by STERLON.

"**Panel Lawyer**" means a qualified member of the relevant Law Society in good standing who maintains a law office and is regularly engaged in the practice of law or a legal service corporation or a partnership of qualified lawyers, who has: (a) completed, signed and delivered to STERLON an Application and Agreement in the form attached hereto; (b) been accepted as a Panel Lawyer by STERLON and (c) submitted proof of coverage under a professional liability policy providing limits of coverage of not less than \$250,000.

Section 2. Legal Service Fees

a. Hourly fees

Each Panel Lawyer agrees to charge the hourly rate as specified in the Panel Lawyer Application for services rendered to each eligible client. The hourly charging rate of each Panel Lawyer who will provide services under this Agreement must not be increased during the provision of services to the eligible member without the prior written approval of STERLON. Each Panel Lawyer and STERLON will review the agreed hourly rate each year on the anniversary date of this Agreement.

b. Payments

Each Panel Lawyer shall accept the lesser of either his normal hourly charging rate or the amounts listed in the Fee Schedule as payment for services to eligible clients. If his or her hourly charging rate exceeds the amounts listed in the Fee Schedule the Panel Lawyer shall recover the additional legal fees therefore from the eligible client provided these do not exceed the hourly rate that has been agreed by STERLON pursuant to Section 2a above. This Agreement takes precedent over any other fee agreement between the Panel Lawyer and eligible client. The legal plans or insurance policies will also reimburse the Panel Lawyer for reasonable disbursements and to the extent that benefits do not provide for filing fees, court costs, reporters' fees and other miscellaneous costs in any proceeding, a Panel Lawyer is entitled to obtain reimbursement from the client for such out-of-pocket expenses. Covered services may not be combined for any one matter to increase maximum fees.

Panel Lawyers who provide services under a legal plan or insurance policy shall be paid directly by STERLON upon submission of accounts in an acceptable form. Panel Lawyers shall be paid subject to the rules and conditions of payment contained therein

c. Fee Agreement

Each Panel Lawyer shall provide legal plan members with a written fee agreement for non-covered matters. Under no circumstances shall a Panel Lawyer seek payment from a plan member for covered services which are provided under a plan or policy where such plans or policies provide full indemnity to the plan member.

Section 3. Warranty

The Panel Lawyer warrants that all its lawyers who shall provide covered services are duly qualified to practice law in the province where the Panel Lawyer is situated, and have not been subject to any disciplinary penalty from any Law Society within the past 10 years.

Section 4. Acceptance and Rejection of Client, Withdrawal from Representation

A Panel Lawyer shall accept each eligible client who requests services or is referred to such lawyer as a client and render prompt professional service to such client. The lawyer may, however, reject an eligible client on any reasonable grounds, but shall not reject any eligible client seeking services by reason of the amount of fees to which he or she may be entitled under the terms of the program. If a Panel Lawyer rejects an eligible client or withdraws from further representation of an eligible client, the lawyer shall promptly report to STERLON the reason for such rejection or withdrawal. (The client should be encouraged to call STERLON regarding further eligibility for services.)

A lawyer shall not withdraw from employment until he has taken reasonable steps to avoid foreseeable prejudice to the rights of his client, allowing time for employment of other counsel, delivering to the client all papers and property to which the client is entitled, and complying with the applicable laws and rules.

Section 5. Other Practice

Each Panel Lawyer shall be free to serve clients other than eligible clients and to otherwise conduct his or her practice of law without the interference or control of STERLON.

Section 6. Sharing Compensation

No third party shall receive any part of the consideration paid to a Panel Lawyer for furnishing legal services pursuant to any legal plan referred to above, except as to legal work which is shared with another lawyer.

Section 7. Interference

Neither STERLON, nor any other third party shall interfere with or control the performance of the duties of a Panel Lawyer to the client.

Section 8. Publicity

A Panel Lawyer shall not promote or publicize his or her status as a Panel Lawyer, except as permitted by STERLON and the appropriate Law Societies.

STERLON assumes no obligation for publication, referral, or promotion of lawyer's status as a Panel Lawyer.

Section 9. Records

Each Panel Lawyer shall keep accurate and current books and records concerning each eligible client 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 Panel Lawyer in providing advice or representation, the disposition of the matter, and any charges made to the eligible client for legal services other than covered services. Each Panel Lawyer shall make such books and records available to STERLON at reasonable times. Nothing in this Agreement shall require a Panel Lawyer to reveal any confidential lawyer-client information.

Section 10. Expulsion and Resignation

A Panel Lawyer shall be deemed to have withdrawn from this plan automatically upon (1) any suspension or termination of his license to practice law in any province; (2) no longer regularly engaging in the practice of law; (3) no longer being covered under a professional liability insurance policy with limits of not less than \$250,000.

This Agreement may be terminated at any time by the lawyer or by STERLON. Such notice shall be in writing, and become effective upon receipt by the other party.

In the event of expulsion or resignation, the Panel Lawyer shall still be bound by the obligations specified in this Agreement with respect to completion of legal services undertaken and payment for such services.

Section 11. Amendment

This Agreement is subject to revocation, amendment or other modification at any time by STERLON, but any such revocation, amendment or modification shall not abridge rights accrued or obligations incurred prior thereto.

Section 12. Change of Status

A Panel Lawyer shall immediately notify STERLON of any change of address or telephone number, or any change of actual or impending circumstances which might affect his or her status as a Panel Lawyer.

Section 13. Arbitration Agreement

Any controversy or claim arising out of this Agreement or the breach thereof, shall be settled by arbitration in accordance with the provisions of the Ontario Arbitration Act. Decisions of the arbitration procedures shall be final and binding upon all parties. Each party shall pay its own fees and costs relating to any arbitration proceedings.

Section 14. Policy Plan and Agreement Wording

This Agreement limits the maximum fee that may be paid to Panel Lawyers under a legal plan or insurance policy administered by STERLON. Wording of specific plans or policies shall determine exclusions, coverage limitations and eligibility of plan members or insureds for covered services.

PANEL LAWYER FEE SCHEDULE

attached to and forming part of Panel Lawyer Agreement 2009

Legal Plan	Maximum Fee
Commercial Legal Expense Insurance	The Lawyer's normal hourly rate up to a maximum of \$275 per hour Travel time to be charged at 50% of the above rate