

## ELECTRONIC FILER AGREEMENT

This Electronic Filer Agreement (the “**Agreement**”) is made by and among the Delaware Claims Processing Facility (the “**Facility**”), with offices at 1007 North Orange Street, Wilmington, Delaware 19801-3023, the WRG Asbestos PI Trust (“WRG Trust”), and the law firm of \_\_\_\_\_ (the “**Law Firm**”), with offices at \_\_\_\_\_ (each a “**Party**” and, collectively, the “**Parties**”).

### Recitals

WHEREAS, the Facility currently processes asbestos personal injury claims on behalf of various trusts;

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

WHEREAS, it is mutually beneficial to the WRG Trust, the Facility, 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 consideration is hereby acknowledged, the Parties agree, with each other, as follows:

#### 1. Electronic Claims Filing

- 1.1 Access to Trust On-line. Subject to the terms hereof, the Facility shall provide the Law Firm access to the Facility’s proprietary on-line, electronic claims filing system (“**Trust On-line**”) for the limited purpose of electronically filing and settling asbestos personal injury claims with the WRG Trust. (When the context permits, as used herein, “access to Trust On-line” 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 WRG Trust.) The Law Firm shall be permitted access through Trust On-line to information regarding only the Law Firm’s clients’ claims filed against the WRG Trust, and the Law Firm shall be authorized to act through Trust On-line in regard only to the Law Firm’s clients’ claims filed against the WRG Trust. The Law Firm shall not use Trust On-line 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 Formats. The WRG Trust shall accept, through Trust On-line, claim information from the Law Firm using one or more electronic methods, media, and formats that the Facility will from time to time specify. The methods, media, and formats that the Facility will specify will be among those then in general use among businesses transferring information electronically.
- 1.3 Proprietary System. The Law Firm acknowledges that Trust On-line, including all enhancements thereto and all screens and formats used in connection therewith, are the exclusive proprietary property of the Facility. 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 Trust On-line, 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 Trust On-line 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 Trust On-line on the Law Firm's behalf ("**Law Firm Users**"). Some Law Firm Users may be limited in the functions they can perform on Trust On-line; the Firm Administrator will have the power to designate the level of authority that each of the Law Firm Users will have for Trust On-line. The Law Firm shall remain responsible for oversight and supervision of the persons authorized to access Trust On-line, and the Law Firm will at all times remain responsible for the accuracy of the information submitted.
- 2.2 Limited Access. The Facility will assign a unique Trust On-line password to the Firm Administrator. The Firm Administrator will then create accounts for the Law Firm Users. The Facility will provide access to Trust On-line only upon entry of the Law Firm User name and password. The Facility 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 Trust On-line password that is not assigned to that person. The Facility will limit each Law Firm User's access to Trust On-line based upon the level of authority specified by the Firm Administrator.

The Facility may deny any Law Firm User access to Trust On-line following failed log-ins. The Facility also retains the right to temporarily deny any Law Firm User access to Trust On-line for any reason, including, but not limited to, system resources, bandwidth constraints, fraud, or security concerns; but the Facility shall not be responsible for any failure on its part to deny access to Trust On-line to any user. The Law Firm acknowledges that if two or more user accounts from the Law Firm are entering claim data for an individual Claimant simultaneously, the electronic entries of one or more of the Law Firm Users may not be properly accepted by the Trust On-line system. The Facility cannot and does not guarantee the quality of the data integrity if two or more Law Firm Users accounts are entering the same individual's claim data simultaneously.

- 2.3 Reliance on Law Firm Communications. The Facility is entitled to rely on communications and instructions it receives from persons using Trust On-line user accounts and passwords assigned by the Firm Administrator and purporting to act on behalf of the Law Firm and, unless the Facility acts with gross negligence, the Facility shall not be held liable for such reliance.
- 2.4 Reaffirmation of Terms and Conditions. Each time a Law Firm User accesses Trust On-line, such person will be required to review a pop-up screen in the form set forth on **Attachment 1** hereto that will request a reaffirmation of the Agreement and a certification that all information submitted to the WRG Trust through the Facility 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; with the proviso that in proceedings other than those between the claimant and the WRG Trust, the terms of this Agreement are not intended to have any effect upon the issue of whether any submission referenced herein may be deemed admissible against the claimant or in favor of any third party or defendant in the tort system. The pop-up screen will have a hyperlink to an electronic copy of this Agreement. The pop-up screen will require the Law Firm User to evidence such reaffirmation and certification by clicking "I AGREE" or other similar language. The requirement of reaffirming the terms and conditions of this Agreement before accessing Trust On-line shall not in any way affect the validity or binding effect of this Agreement once the Parties have entered into it.
- 2.5 Bulk Data Transmissions. With respect to each Law Firm that is permitted to file multiple claims by bulk upload or utilizing the Facility's proprietary system referred to as "**Web Services**" (collectively, "**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 terms of this Agreement and certifies that all information submitted to the WRG Trust will comply in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure.
- 2.6 Authorized Use of eSignature. Electronic signatures on Releases (as defined in Section 6.1 below) must be executed by the Claimants. The Law Firm

may not execute an electronic signature on behalf of a Claimant. The Facility may collect data regarding the IP

address of the eSignature user. If IP address data collected by the Facility indicates improper use of the eSignature process, the Facility or the WRG Trust may investigate such behavior and, in addition to the remedies available pursuant to Section 2.2 of the Agreement, deny access to the eSignature process to Claimants represented by the Law Firm. It is assumed that each Claimant will execute a Release from a unique IP address. An example of activity that may indicate improper use of the eSignature process would be the execution of multiple electronic signatures on the same computer, including a computer identified as being in the Law Firm's office. Upon recognition of such activity, the Facility or the WRG Trust may make inquiries into whether, in fact, Claimants were physically present at the Law Firm and used the Law Firm's computer to execute the electronic signatures (an authorized use of the eSignature process), or if, in fact, a member or members of the Law Firm's staff executed the electronic signatures on behalf of the Claimants (an unauthorized use of the eSignature process).

### **3. Technical Capabilities**

- 3.1 Compatible Equipment. In order to file claims through Trust On-line, the Law Firm will provide its own compatible computer equipment that meets technical standards that the Facility will from time to time announce. The standards that the Facility will set for this purpose will be among those then in general use among businesses transferring information electronically.
- 3.2 Reports. Through the Facility, the WRG Trust will make available to the Law Firm (through the Facility's web site or Trust On-line) the ability to download specified data and to generate reports summarizing information regarding the Law Firm's claims.
- 3.3 Continuous Access. The Trust On-line 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 Facility 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, the Facility 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, the Facility shall use its best efforts to minimize the length and frequency of such interruptions. Notwithstanding any other provision of this Agreement, the Facility shall not be liable for any damages resulting directly or indirectly from system unavailability.
- 3.4 Security. The Facility and the WRG Trust will maintain physical, electronic, and procedural safeguards that will protect the information that the Law Firm transmits through Trust On-line.

**4. Rules and Procedures**

- 4.1 Adherence to TDP. Electronic filing through Trust On-line shall not affect the requirements of the WRG Trust and its Asbestos PI 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, nor does this Agreement create any additional 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 in connection with a claim filed through Trust On-line with the WRG Trust shall comply in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure.
- 5.2 Complete Information Required. The Facility 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 Tolling. Assignment of a claim number by Trust On-line 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 Trust On-line system permits an electronic claim filing to be saved prior to its electronic submission, such action does not constitute a valid claim filing for any purpose, including tolling of any applicable statute of limitations or repose, and the Facility will not have, and in no case will be deemed to have, any record of such an entry. If the Trust On-line system refuses, or otherwise does not accept, the submission of an electronic filing for any reason, including a Trust On-line 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 Trust On-line. Copies may be retained in either paper or electronic format. The Law Firm will timely provide copies of such documents to the Facility upon request made on behalf of the WRG Trust.
- 5.5 Confidential Information. Any claim information that the Law Firm submits through Trust On-line pursuant to this Agreement, including information submitted in Bulk Data Transmissions, as defined below, shall

remain confidential information submitted for settlement purposes only. In the event that the Law Firm directs another asbestos trust to transmit to the WRG Trust any information from such trust for the purpose of settling a claim filed against the WRG Trust (collectively, the “**Claimant’s Prior Data**”), such Claimant’s Prior Data may be used in processing the Claimant’s claim against the WRG Trust. The Law Firm hereby represents and warrants that for every claim submitted to the WRG Trust through Trust On-line for which the Law Firm directs another asbestos trust to transmit the Claimant’s Prior Data to the WRG 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 the Facility and the WRG Trust are relying upon the representations and warranties contained herein. The Release, as defined below, shall specifically provide for the Claimant’s consent to the use of the Claimant’s Prior Data in the event the Law Firm directs the transmission of the Claimant’s Prior Data through Trust On-line as provided in this Section 5.5.

- 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 WRG 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.

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

- 6.1 Settlement Offers. After its review of a claim submitted electronically, the Facility, acting on behalf of the WRG Trust, shall communicate any settlement offer to the Law Firm through Trust On-line. In the event the Claimant desires to accept any such settlement offer, Trust On-line shall prompt the Law Firm to either electronically generate a customized release through Trust On-line for use in documenting acceptance of the settlement offer (the “**Release**”), or request that the Facility mail a Release to the Law Firm. If the Law Firm elects to generate the Release through Trust On-line, the system will prompt the Law Firm to electronically view/print the Release in a portable document file (.pdf) format. The Release shall not be modified in any manner from the customized form that the Facility provides through Trust On-line 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 Trust On-line, the Law Firm will be responsible for obtaining the signature of the Claimant on the Release and delivering the Release to the Facility. The Law Firm may obtain the signature of the Claimant in hard copy or

electronically. Electronic signatures must be executed by the Claimant and delivered to the Facility through the Facility's eSignature process. If a Claimant does not utilize the eSignature process, delivery of a hard-copy Release may be made in one of two ways: (a) the original, signed Release may be mailed to the Facility, or (b) an image of the original, signed Release may be uploaded to the Facility through Trust On-Line, or separately e-mailed or faxed to the Facility. In the event an image of the original, signed Release is delivered to the Facility, the Law Firm shall maintain the original, signed Release for no less than five years. The Law Firm will timely provide the original, signed Release to the Facility upon request made on behalf of the WRG Trust.

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

## **7. Limitation of Liability**

- 7.1 Limited Damages. Except as specifically provided in this Agreement, or as otherwise required by law, neither the Facility, the WRG 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 Trust On-line.

- 7.2 THE FACILITY 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. 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 Parties, except the Facility may assign or otherwise transfer this Agreement to another entity that processes asbestos personal injury claims on behalf of the WRG Trust, provided such entity agrees to be bound by the terms of this Agreement.

- 8.2 Termination. Any Party may terminate this Agreement upon written notice to the other Parties. On the effective date of termination of this Agreement in its entirety, the Facility will cease providing the Law Firm access to Trust On-line, and the Law Firm will cease making on-line claim submissions or having access to Trust On-line.

- 8.3 Disputes. Any dispute among the Parties relating to the categorization or valuation of a claim submitted by the Law Firm to the Facility will be resolved pursuant to the TDP.
- 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 Party prompt notice of such cause, and (b) uses reasonable efforts to correct promptly 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 TDP.
- 8.8 Severability. If any term or provision of this Agreement should 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.

**LAW FIRM**

Name of Law Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature Required)

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

Name: \_\_\_\_\_  
(Print)

E-mail: \_\_\_\_\_

Title: \_\_\_\_\_

Tax ID/EIN: \_\_\_\_\_

**WRG ASBESTOS PI TRUST**

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

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

Title: \_\_\_\_\_

**DELAWARE CLAIMS PROCESSING FACILITY, LLC**

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

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

Title: \_\_\_\_\_

ATTACHMENT 1 ELECTRONIC POP-UP SCREEN

The following will be imported into a pop-up screen that will appear each time a user logs on for the first time:

In order to have access to this system, you must click the “I AGREE” button below. By clicking the “I AGREE” button below, the Law Firm reaffirms the Electronic Filer Agreement and certifies that it is authorized by the Claimant to submit a claim, that all information submitted to the WRG Trust during this on-line session shall comply in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure, and that such information is being submitted subject to the terms 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.

**I AGREE**