

THE PLAN SUBSCRIPTION AGREEMENT

This Plan Subscription Agreement between you and Second Call Defense (“SCD”) explains the terms and conditions governing your membership in the Second Call Defense Plan. The Plan Subscription Agreement, together with the Application and Member Services Scheduled, are collectively referred to as the “Agreement”.

1. Membership Services. Compliance with all of the terms and conditions hereunder entitle you (“You” or “Member”) to all of the services and benefits of membership contained in the current Member Services Schedule, available at www.SecondCallDefense.org and incorporated herein by reference (the “Membership Services”). All Membership Services are subject to the terms and conditions contained in this Agreement. Immediately upon termination of this Agreement for any reason, you will no longer be entitled to any of the Membership Services. You acknowledge that receipt of monetary Membership Services may require that you assign to SCD, or its designee, your right to receive money from any applicable insurance plan.

2. Insurance Policies. Insurance products reflected as part of the benefits are offered by and sold exclusively through Lockton Affinity, LLC (“Lockton”). SCD is not offering for sale any insurance products. For more information on the terms and conditions of these products, contact Lockton. You hereby agree and consent to Lockton providing information regarding you and your policy to SCD at any time upon request by SCD. Any distribution of funds by SCD to you as part of the Membership Services is considered an advance by SCD and will require an assignment of your Lockton Insurance policy as collateral. In such event, and as a condition to an advance, you hereby agree to execute such documents as reasonably requested by SCD.

3. Monthly Fees. Your monthly fee (“Monthly Fee(s)”) will be based on your selected membership level and reflects the portion of insurance premium paid to Lockton under a separate agreement you have with them. This Agreement shall become effective upon SCD’s receipt of your initial Monthly Fee (the “Effective Date” and, thereafter, the “Due Date”). This Agreement shall remain in effect for each Monthly Term (as defined below) so long as you pay the Monthly Fee on the same Due Date of every month thereafter. You understand that if SCD does not receive your Monthly Fee by the Due Date, this Agreement will immediately terminate and you will no longer be entitled to the Membership Services. SCD reserves the right to change the Monthly Fee upon thirty (30) days advance written notice to you of the change in the Monthly Fee (“Notice of Change”) which will become effective on the next Due Date following thirty (30) days after the Notice of Change. You may change your membership level at any time during the Monthly Term by contacting Member Services at 1-877-502-3300, or SecondCallDefense@LocktonAffinity.com. A change in your membership level will become effective on the next Due Date provided that SCD receives the adjusted Monthly Fee based on the new membership level by such date. Except as otherwise specified herein, all Monthly Fees paid hereunder are non-refundable. You agree to provide SCD with valid and updated credit card information and hereby authorize SCD to charge your credit card for the Monthly Fee for each Monthly Term subject to cancellation by you under Section 6.

4. Monthly Term. Membership Services are based on one (1) month periods (each a “Monthly Term”) and begin on the Effective Date. Provided the Monthly Fee is received on the Due Date, the Monthly Term will be automatically renewed until the next Due Date (unless sooner terminated hereunder). If SCD fails to receive the Monthly Fee on any Due Date, this Agreement will be terminated and you will no longer be entitled to any Membership Services.

5. Laws Governing Firearms. You represent that your ownership and use of a firearm in your city, county and state does not violate any applicable laws and will immediately notify SCD if you commit an act or laws change which would prevent you from legally owning or using a firearm. You acknowledge that the Membership Services WILL NOT be provided if your ownership or use of a firearm violates applicable law.

6. Cancellation of Membership. This Agreement may be terminated by SCD upon (i) non-payment of any Monthly Fees, (ii) your breach of this Agreement or (iii) any fraud committed by you. This Agreement may be terminated by you at any time by giving written notice to SCD and the Membership Services will terminate on the day prior to the next Due Date. If you cancel this Agreement within three business (3) days of the Effective Date by written notice to SCD, you will be entitled to a full refund of the first month’s Monthly Fee and this Agreement will be terminated immediately. Upon cancellation or termination of this Agreement, you will no longer be entitled to any Membership Services. If after cancellation or termination of this Agreement, you wish to receive Membership Services again, then you must reapply for membership.

7. Settlement of Dispute. Any and all disputes between you and SCD will be settled by arbitration in West Chester, Ohio, in accordance with the regulations of the American Arbitration Association then in force, and you agree that all negotiations, discussions, and settlements will be subject to obligations of confidentiality and shall not be disclosed to any third party, except to the extent necessary to obtain legal or professional assistance for any breach of this Agreement.

8. Indemnification/Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, (I) SECOND CALL DEFENSE’S LIABILITY TO MEMBER FOR ALL CLAIMS, CAUSES OF ACTION, DAMAGES, DEMANDS, EXPENSES, FINES, LIABILITIES, AND PENALTIES IS LIMITED TO THE MONTHLY FEE PAID BY MEMBER DURING THE PREVIOUS TWELVE (12) MONTHS AND (II) IN NO EVENT SHALL SECOND CALL DEFENSE BE LIABLE TO MEMBER FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL DAMAGES, OR LOSS INCOME, EVEN IF FORESEEABLE OR SCD IS APPRISED OF SUCH DAMAGES, FOR ANY CAUSE OF ACTION, CLAIM, DEMAND, DAMAGE, EXPENSE, FINE, LIABILITY, OR PENALTY ARISING OUT OF THIS AGREEMENT. MEMBER FURTHER AGREES THAT THIS LIMITATION ON LIABILITY IS A BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND THAT SECOND CALL DEFENSE WOULD NOT HAVE ENTERED INTO THIS TRANSACTION, ABSENT THE ABOVE MENTIONED LIABILITY LIMITATION. You agree to defend, indemnify, and hold harmless Second Call Defense, its employees, officers, directors, agents, and members, for any and all claims, causes of action, damages, demands, expenses, fines, liabilities, and penalties (including reasonable expert witness fees and attorneys’ fees) arising out of the negligent or reckless acts or omissions of the Member or Member’s breach of this Agreement.

9. Miscellaneous. This Agreement constitutes the entire agreement between you and SCD and supersedes all prior agreements between you and SCD regarding the subject matter contained herein. In the event that a provision of this Agreement is held to be invalid or unenforceable, such provisions of this Agreement may be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, without regard to its choice of law provisions. SCD’s failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by SCD in writing. Your Membership Services and any of your rights hereunder may not be assigned or transferred to any third party. Any attempted assignment by Member shall be void and of no effect. SCD reserves the right to assign this Agreement to any third-party without notice to Member.

10. Notice. Notices shall be in writing and shall be deemed delivered when received by the other party by electronic mail.

11. Acknowledgement. By executing this Agreement, you (i) acknowledge reading these terms and the accompanying Application, (ii) accept the Agreement without alteration or addition (except for any information required by Member hereunder) and (iii) agree to be bound thereby.