

## **ELECTRONIC FILING AGREEMENT**

This Electronic Filing Agreement (the “Agreement”) is made by and between Verus Claims Services, LLC (“VERUS”), with offices at 57 Hamilton Avenue, Suite 208, Hopewell, NJ 08525, and the law firm of \_\_\_\_\_, with offices at \_\_\_\_\_ (the “Law Firm”)(Collectively, “the Parties”).

### Recitals

VERUS processes asbestos personal injury claims on behalf of the Combustion Engineering 524(g) Asbestos PI Trust (the “Trust”). The Law Firm intends to file asbestos personal injury claims on behalf of the Law Firm’s clients (“Claimants”) against the Trust. VERUS, on behalf of the Trust, and the Law Firm agree that it is mutually beneficial to communicate information to each other electronically and thereby speed claim processing and lower transaction costs. At the direction of the Trust, VERUS currently accepts claims and claim documentation by email with attachments, including in Excel and PDF formats. VERUS has also developed an electronic system for online claim filing and information transmission.

Based on these recitals and in consideration of the promises and undertakings described in this Agreement, the sufficiency of which consideration the Parties hereby acknowledge, the Parties agree as follows:

### **1. Electronic Claims Filing**

1.1 Filing Methods, Media and Format. VERUS shall accept by email transmission or upload via the online claim filing system claim information from the Law Firm using one or more electronic formats and methods that VERUS will specify from time to time. The methods, media and formats that VERUS will specify will be among those then in general use by businesses transferring information electronically. VERUS will provide instructions for electronic transmissions to the Law Firm. VERUS will also publish the instructions on the Trust’s webpage at [www.cetrust.org](http://www.cetrust.org). By entering this Agreement, the Law Firm agrees to follow the instructions issued, from time to time, by VERUS for electronic submission of claims.

1.2 Electronic Communications. The Law Firm may communicate with VERUS by email. VERUS may communicate with the Law Firm by email. The communications may include those addressed under the Procedures (as defined below). By entering this Agreement, the Law Firm and VERUS, on its behalf and on behalf of the Trust, agree to accept such communications by email.

1.3 Reliance on Law Firm Communications. VERUS is entitled to rely on communications and instructions it receives by electronic transmission from the Law Firm and from persons 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.

1.4 Continuous Access. Electronic transmission of claim information allows the filing of claims and claim information seven days a week. VERUS will notify the Law Firm by email of any temporary interruption of the electronic system for maintenance.

## **2. Rules and Procedures**

2.1 Adherence to TDP. Electronic filing shall not affect the requirements of the Combustion Engineering 524(g) Asbestos PI Trust Distribution Procedures (“TDP”).

2.2 Payment Criteria Unchanged. This Agreement is not intended to alter and does not supersede the claim payment percentage established by the Trustees pursuant to the TDP. This Agreement does not create any rights to claim payment beyond those set forth in the TDP.

## **3. Claim Information**

3.1 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 hereunder shall be submitted pursuant to and subject to the provisions of Rule 11 of the Federal Rules of Civil Procedure, including representations by the Law Firm to the Trust as set forth in Rule 11(b), as if the submissions were a paper presented to a court of the United States.

3.2 Complete Information. VERUS processes claims as directed by the Trust pursuant to the Trust’s Procedures for Receiving and Liquidating TDP Claims (the “Procedures”), posted on the Trust’s web page at [www.cetrust.org](http://www.cetrust.org). Electronic transmission of claims with incomplete information will be addressed as provided in the Procedures.

3.3 Filing. Eligibility of a claim transmitted electronically to VERUS for the FIFO Processing Queue as defined in the TDP shall be determined under the Procedures. The date of the receipt of an electronically transmitted claim shall constitute filing of the claim for purposes of application of the TDP.

3.4 Claimant Signature. The Law Firm shall maintain the original of any document signed by the Claimant. From time to time, the Trust may require the Law Firm to produce the original signature of the Claimant for a particular document, such as a release. Upon ten (10) days’ notice to the Law Firm, the Law Firm shall produce the hard copy of the document or an electronic image of the document.

3.5 Maintenance of Supporting Documents. The Law Firm shall maintain a copy of each document relied upon in connection with any claim electronically transmitted, whether by input into the Excel program format, scanned and submitted in PDF format, electronically copied onto an electronic disc or by any other electronic means. Copies may be maintained in either paper or electronic format. The Law Firm will timely provide copies of such documents to VERUS upon request.

3.6 Use of Claimants’ Confidential Information. Any claim information the Law Firm submits electronically pursuant to the Procedures and/ or this Agreement shall remain

confidential information in all respects and shall not be discoverable by any other person or entity without the express written consent of the Law Firm for the Claimant, the Claimant and the Trust, provided, however, that the Trust may disclose electronically submitted claim information: (1) to the extent required by any insurance settlement agreement, or insurance policy, or as required in discovery in any litigation; and/or (2) as necessary, in the Trust's sole discretion, in settlement discussions with insurers.

3.7 Forms. Forms provided by the Trust under the Procedures may be copied or printed from the Trust's web page and, after completion, submitted as an attachment to an email to VERUS as a word processing document or in PDF format.

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

4.1 Settlement Offers. VERUS, acting on behalf of the Trust, may electronically communicate completion of review of a claim and any settlement offer, as provided in the Procedures, to the Law Firm. VERUS will attach an electronic copy of the release form provided in the Procedures when it provides claims material in connection with this Agreement or as provided by the Procedures or as requested by the Law Firm. The release form may also be printed from the Trust's web page. Except as provided in the Procedures, the release form shall not be modified in any manner. Upon request by the Law Firm, VERUS will mail a hard copy of the release form to the Law Firm.

4.2 Release Execution. In the event a Claimant intends to accept a settlement offer, the Law Firm will obtain the execution of the release as provided in the Procedures. The Law Firm may deliver the release to VERUS in any manner provided in the Procedures. For electronic submission of the executed release, the release may be scanned into PDF format and delivered to VERUS as an email attachment. In the event that the release is electronically delivered to VERUS, (a) the Law Firm shall maintain the original, signed release as provided in Par. 3.4 of this Agreement; and (b) the Law Firm shall not be required to deliver the original, signed release as a precondition to payment.

4.3 Payment Method Options. The Procedures provide for payment of liquidated claims by wire transfer. The Law Firm must provide instructions to VERUS for payment by wire transfer, as provided in the Procedures. Also, the Procedures provide for making payment of claims either by single or group check, as directed by the Law Firm. In its discretion, the Trust may pay liquidated claims by check, notwithstanding requests for payment by wire transfer.

#### **5. Limitation of Liability; Indemnification**

5.1 Limited Damages. Except as specifically provided in this Agreement, or as otherwise required by law, neither VERUS nor any of its officers, directors, trustees, employees, contractors, or agents shall be held liable for any indirect, incidental, special or consequential damages by reason of the Law Firm's electronic submission of claims, information and/ or communications. The Trust, the Trustees of the Trust, the Combustion Engineering 524(g) Asbestos Trust Advisory Committee, the Combustion Engineering Future Claimants' Representative, and their officers, directors, trustees, employees, contractors, and agents shall

have no liability by reason of the Law Firm's electronic submission of claims, information and/or communications or otherwise under this Agreement.

5.2 **DISCLAIMER.** VERUS 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 USAGE IN THE TRADE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **6. Miscellaneous**

6.1 **No Assignment.** Neither 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, in its sole discretion, may assign or otherwise transfer this Agreement to another entity that processes claims on behalf of the Trust, provided such entity agrees to be bound by the terms of the Agreement.

6.2 **Termination.** Either Party may terminate this Agreement upon written notice to the other Party. Termination of the Agreement will not relieve the Law Firm of its obligations under Par. 3.4 of this Agreement. On the effective date of the termination of this Agreement, the Law Firm may no longer electronically transmit claims to the Trust, notwithstanding any provision in the Procedures.

6.3 **Disputes.** Any dispute between the Parties relating to the claim process will be resolved pursuant to the TDP and the Procedures.

6.4 **Force Majeure.** Neither 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, government 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 promptly correct such failure or delay in performance.

6.5 **Applicable Law.** This Agreement shall be interpreted, construed and enforced according to the law of the State of New Jersey, without reference to the choice of law provisions thereof.

6.6 **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 of the Law Firm. A signature on a copy of this Agreement transmitted as a scanned, PDF attachment to an email or by facsimile machine will have the force of an original signature.

6.7 Third Party Beneficiaries. The Trust shall be a third party beneficiary of this Agreement. Except as provided in the preceding sentence, this Agreement is not intended, and shall not be construed, deemed, or interpreted, to confer on any party that is not a Party to this Agreement any rights or remedies under this Agreement.

6.8 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.

6.9 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 writing signed by the Parties. Any failure of either party to exercise or enforce rights under this Agreement shall not act as a waiver of subsequent breaches.

**VERUS CLAIMS SERVICES, LLC**

By: \_\_\_\_\_  
Dan Myer, Principal

**LAW FIRM**

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