

## **ELECTRONIC FILER AGREEMENT**

This Electronic Filer Agreement (the “Agreement”) is made by and between Celotex Asbestos Settlement Trust (“Celotex Settlement Trust”), with offices at 1007 North Orange Street, Wilmington, Delaware 19801-3023, and the law firm of \_\_\_\_\_, with offices at \_\_\_\_\_ (collectively, “the Parties.”) \_\_\_\_\_ is a partner, member or other principal of the law firm on whose behalf this Agreement is executed and has the authorization of the law firm to enter into this Agreement and shall be designated as the “Primary Counsel”,

### **Recitals**

Celotex Settlement Trust is a qualified settlement Trust, established in part to process, settle and pay asbestos personal injury claims to persons injured by exposure to asbestos containing materials manufactured or sold by Celotex Corp. or Carey Canada, Inc.; and

the Primary Counsel is a lawyer who files asbestos personal injury claims on behalf of the Primary Counsel’s clients (“Claimants”); and

it is mutually beneficial to Celotex Settlement Trust and the Primary Counsel to settle asbestos personal injury claims by communicating information to each other electronically, to 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 undersigned Parties agree, with each other, as follows:

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

1.1 Access to Celotex Online. Celotex Settlement Trust will provide the Primary Counsel with access to Celotex Settlement Trust’s on-line claim system (Celotex Online), through which Primary Counsel may view, submit and modify asbestos injury claims submitted to Celotex Settlement Trust in electronic format. The Primary Counsel will have access to Celotex Online for the sole purpose of filing and settling asbestos claims utilizing on-line claim review. The Primary Counsel will have access to information through Celotex Online only regarding the Primary Counsel’s own on-line claim review, and will be authorized to act through Celotex Online only in regard to the Primary Counsel’s own on-line claim review.

1.2 Filing Methods, Media, and Format. Celotex Settlement Trust will accept claim data from the Primary Counsel using one or more methods and electronic media that Celotex Settlement Trust will from time to time specify, in formats that Celotex Settlement Trust will from time to time specify. The methods, media, and formats which Celotex Settlement Trust will specify will be among those then in general use among businesses transferring information electronically.

1.3 Proprietary System. The Primary Counsel acknowledges that the Celotex Online concept, including all enhancements thereto and all screens and formats used in connection therewith, are the exclusive proprietary property of Celotex Settlement Trust, and the Primary Counsel shall not publish, disclose, display, provide access to or otherwise make available any software, hardware or any other products associated with Celotex Online, or any screens, formats, reports or printouts used, provided, produced from or in connection therewith, to any person or entity other than an employee or principal of the Primary Counsel, without the prior written consent of Celotex Settlement Trust, with the exception that the Primary Counsel may publish, disclose, display, provide access to or otherwise make available to a Claimant represented by the Primary Counsel any screens, reports or printouts which contain information relating solely to that Claimant's claim.

2. **User Identification.**

2.1 Firm Administrator. The Primary Counsel's access to Celotex Online will be managed by an individual under the Primary Counsel's employ, management or control whom the Primary Counsel identifies to serve as the Firm Administrator on the Primary Counsel's behalf. The Primary Counsel must be a licensed, practicing attorney who is partner or other principal in the law firm on whose behalf he or she executes this Agreement. The Firm Administrator, however, need not be an attorney. A Firm Administrator will be permitted to identify additional individuals under the Primary Counsel's employ, management or control as authorized to access Celotex Online on the Primary Counsel's behalf. Some Celotex Online users will be limited in the functions they can perform on the system; a Firm Administrator will have the power to designate the level of authority which each of the Primary Counsel's other Celotex Online users will have on the system. At all times the Primary Counsel and the Firm Administrator will remain responsible for oversight and supervision of the additional individuals authorized to access the system, and will at all times remain responsible for the accuracy and non-fraudulent nature of the information submitted.

2.2 Limited Access. Celotex Settlement Trust will assign a unique Celotex Online password to the Firm Administrator. The Firm Administrator will then create accounts for users within the Primary Counsel's employ, management or control. Celotex Settlement Trust will provide access to Celotex Online only upon entry of Celotex Online password. Celotex Settlement Trust may deny access to its system following failed log-ins. Individuals with access to Celotex Online may not share their passwords with others, and the Primary Counsel will not permit any individual to use a Celotex Online password that is not assigned to that individual. Celotex Settlement Trust will limit each user's access to the system to correspond with the level of authority specified by the Primary Counsel's Firm Administrator. Celotex Settlement Trust also retains the right to temporarily deny access to proper passwords for any reason, including, but not limited to, system resources, bandwidth constraints, and fraud or security concerns.

- 2.3 Notice of Changes. When a change is made to any user account within Primary Counsel's organization, the system will send an email to the Primary Counsel.
- 2.4 Reliance on Primary Counsel Communications. Celotex Settlement Trust is entitled to rely on communications and instructions it receives from persons using Celotex Online user accounts and passwords assigned by the Firm Administrator and purporting to act on behalf of the Primary Counsel and, except if Celotex Settlement Trust has acted with gross negligence, will not be held liable for such reliance.
- 2.5 Acceptance of Terms and Conditions. Each time the Firm Administrator, or his approved designees, enters the Celotex Online system, he will be required to review a pop-up screen that will affirm that all on-line submissions to Celotex Settlement Trust will conform to the terms of this agreement and will be true and accurate to the best of the individual user's, Firm Administrator's, and Primary Counsel's knowledge, information and belief. The pop-up screen will have a hyperlink to an electronic copy of this Agreement. The pop-up screen will also require the user to assent to these terms and conditions by clicking "I Agree" or other similar language. The requirement of assenting to the terms and conditions before entering the system shall not in any way affect the validity or binding effect of this Agreement once executed.

### **3. Technical Capabilities**

- 3.1 Compatible Equipment. In order to file claims through Celotex Online, the Primary Counsel will provide its own compatible computer equipment that meets technical standards that Celotex Settlement Trust will from time to time announce. The standards that Celotex Settlement Trust will set for this purpose will be among those then in general use among businesses transferring information electronically.
- 3.2 Reports. Celotex Settlement Trust will make available to the Primary Counsel through Celotex Settlement Trust's web site the ability to download specified data and to generate reports summarizing information regarding the Primary Counsel's on-line claim review.
- 3.3 Continuous Access. Celotex Online system will be available to the Primary Counsel seven days per week, with the exception that availability will be interrupted nightly for approximately one hour to synchronize data with Celotex Settlement Trust processing systems and at any time as a result of system failure or when necessary for system upgrades, adjustments, maintenance or other operational considerations. When reasonably possible, Celotex Settlement Trust will notify the Primary Counsel in advance of any foreseen interruption of availability, and at all times Celotex Settlement Trust will use its best efforts to minimize the length and frequency of interruptions in Celotex Online availability. Notwithstanding any other provision of this Agreement, Celotex Settlement Trust

shall not be liable for any damages resulting directly or indirectly from system unavailability.

- 3.4 Security. Celotex Settlement Trust will maintain physical, electronic, and procedural safeguards that will protect the information the Primary Counsel transmits through on-line claim review.

#### **4. Rules and Procedures**

- 4.1 Adherence to CRP. The Primary Counsel will assure that any submissions made to Celotex Settlement Trust through Celotex Online will conform to the rules and procedures established by Celotex Settlement Trust and contained in its Asbestos Personal Injury Claims Resolution Procedures 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 Asbestos Personal Injury Claims Resolution Procedures. This Agreement does not create any rights to claim payment beyond those set forth in the Asbestos Personal Injury Claims Resolution Procedures.

#### **5. Claim Information**

- 5.1 Complete and Accurate Information. Consistent with the Primary Counsel's legal and professional responsibilities and the terms of this Agreement, the Primary Counsel, the Firm Administrator and individual users will provide complete and accurate information in any on-line claim review. Celotex Settlement Trust is not obligated to take any action on a claim until it has received all the complete information as required by its Asbestos Personal Injury Claims Resolution Procedures.

- 5.2 Maintenance of Supporting Documents. The Primary Counsel will timely provide to Celotex Settlement Trust hard copies of documents relied upon in Celotex Online whenever instructed to do so by Celotex Settlement Trust. Whenever Celotex Settlement Trust does not instruct the Primary Counsel to provide copies of documents relied upon as part of the Celotex Online claim review, the Primary Counsel will maintain a copy of each document so relied upon, in either paper or electronic format, and thereafter will timely provide copies of such documents to Celotex Settlement Trust upon request.

- 5.3 Pursuant to Section VII of the Claims Resolution Procedures, "all materials, records and information submitted by claimants, including that provided with medical audits under Section 7.3, are confidential, submitted solely for settlement purposes." Accordingly, any electronic submissions to the Celotex Settlement Trust under this Agreement shall remain confidential and will not be submitted to any third-party except in response to a valid subpoena or upon prior written consent of the claimant.

**6. Miscellaneous**

- 6.1 Limited Damages. Except as specifically provided in this Agreement, or as otherwise required by law, no officer, director, trustee, employee, contractor, or agent of Celotex Settlement Trust will be held liable for any indirect, incidental, special or consequential damages by reason of Primary Counsel's use of the Celotex Online.
- 6.2 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.
- 6.3 Termination. Either Party may terminate this Agreement upon written notice to the other Party. Upon effective date of termination of this Agreement, Celotex Settlement Trust will cease providing the Primary Counsel with access to its system, and the Primary Counsel will cease making on-line claim submissions or having access to Celotex Online claim review.
- 6.4 Disputes. Any dispute between the Parties relating to the appropriate categorization or settlement value of a claim submitted by the Primary Counsel to Celotex Settlement Trust will be resolved pursuant to Celotex Settlement Trust's dispute resolution procedures.
- 6.5 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, 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.
- 6.6 Applicable Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Delaware.
- 6.7 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. A signature on a copy of this Agreement transmitted by facsimile machine will have the force of an original signature.
- 6.8 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.
- 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 written

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

\_\_\_\_\_  
( *Primary Counsel* )

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

\_\_\_\_\_  
(*print*)

Email: \_\_\_\_\_

\_\_\_\_\_  
(*for CELOTEX SETTLEMENT TRUST*)

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

\_\_\_\_\_  
(*print*)

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:

By clicking the "I AGREE" box below the user affirms that all on-line submissions to Celotex Settlement Trust conform to the terms of the Electronic Filer Agreement executed by the Primary Counsel for the law firm and the Celotex Asbestos Settlement Trust. User further affirms that all submissions made during this on-line session are true and accurate to the best of the individual user's, User Administrator's, and Primary Counsel's knowledge, information and belief. In order to have access to this system you must click the "I AGREE" button below indicating your assent to these terms and conditions. In the event you wish to review the full text of [Electronic Filer Agreement](#) you may do so by clicking the hyperlink.

**I AGREE**

