E-Subro Hub® Participation Agreement

The undersigned company (Participant) agrees to utilize Arbitration Forums, Inc.'s (AF) electronic subrogation demand and response (E-Subro Hub) system.

1. **System Usage:**
   Participant acknowledges that the E-Subro Hub system involves the exchange of legitimate subrogation demand information between participating companies. Participant is willing to enter into an extended agreement with AF for the Service.

2. **Code of Conduct:**
   Participant usage of the system should observe professional business code of conduct principles. Participant will only communicate in a professional manner. Attachments only relevant to settling the claims should be submitted via the E-Subro Hub system.

3. **Jurisdiction, Scope, and Term:**
   Participant agrees to use the system to send and/or receive subrogation demands within the agreed upon state(s). **This agreement provides for annual automatic renewal unless otherwise stated by either party. Change of service terms must be submitted in writing.**

   There are no fees for using the system.

4. **Notification:**
   Participant agrees to accept all subrogation demands from the E-Subro Hub system as legal and proper notice.

5. **Withdrawal:**
   Participant may withdraw from E-Subro Hub by notice in writing to AF. Such withdrawal will be effective **30 business days** after AF's receipt of such notice. The withdrawing Participant agrees to complete any demands remaining in the system prior to the date of withdrawal.

6. **Contacts and Communication:**
   Communication provided under this E-Subro Hub Agreement or for any other purpose will be given in written format either by e-mail, overnight or certified mail at the address set forth below, or such other address as given in writing by Participant or AF:

Participant:

Company: _____

Address: _____

Telephone: _____

E-Mail: _____

Attn: _____

Provider:

Arbitration Forums, Inc.
Attn: Sean Rickert
3820 Northdale Boulevard, Suite 200A
Tampa, FL 33624
(813) 931-4004 srickert@arbfile.org

All notices will be deemed received on receipt if personally delivered, the next day if sent by overnight courier, or upon the recipient's signing of the return receipt if mailed. Either party may change its address for the purposes of this Agreement by giving 10 days' advance written notice of such change to the other party.

7. Nonpublic Personal Information:

AF may, in connection with duties performed under this Agreement, obtain certain third-party information, which may be characterized as Nonpublic Personal Information, as defined in the Privacy Laws, the use and disclosure of which is restricted by such Privacy Laws (as hereinafter defined). AF agrees to use all reasonable precautions to protect any and all Nonpublic Personal Information from unauthorized dissemination or disclosure. AF further agrees to use and maintain any Nonpublic Personal Information in accordance with such Privacy Laws. For the purposes of this Agreement, Nonpublic Personal Information shall be defined with reference to the Gramm-Leach-Bliley Act of 1999 and any other applicable federal and state laws and regulations ("Privacy Laws"). The parties hereby agree that Nonpublic Personal Information includes: (i) any information that a consumer provided to Participant to obtain a financial product or service primarily for personal, family, or household purposes; (ii) any information about a consumer resulting from any transaction; (iii) any information otherwise obtained about a consumer in connection with providing the financial product or service to that consumer; and (iv) any list, description, or other grouping of consumers (and public available information pertaining to them) that is derived using any of the foregoing information that is not publicly available information. Notwithstanding anything to the contrary, AF shall have no liability to Participant except arising from the willful or gross negligence of AF. In any such case, the liability of AF shall be limited to the fees paid, if any, by Participant in the subrogation matter giving rise to the alleged breach of this paragraph or liquidated damages of $500.00 (whichever is greater), and in \ no case shall AF be liable for any lost profit or revenue of Participant or any indirect, special, consequential, punitive, or incidental damages incurred by Participant.

8. Confidential Information:

Participant agrees to treat any information pertaining to the Service that AF may disclose to it in connection with this agreement and any tests to be conducted hereunder and any associated results and/or reports thereof as confidential and proprietary to AF. The term "Confidential Information" shall include, without limitation, the Service's source and object code, Service-related information, pricing policies, Service release dates, Service specifications and techniques, and Service-related data and documentation. Participant agrees to protect any and all Confidential Information with the same degree of care it exercises to protect the confidentiality of its own confidential information. Excluded from the forgoing clause is anything which the Participant already knew prior to execution of this Agreement; information in the public domain; and information that is independently developed by or for the Participant.

AF acknowledges and agrees that subrogation demands transmitted using the system and all information regarding cases in controversy and personally identifiable information of third parties shall be maintained in strict confidence by AF and its contractors and used solely and exclusively within the system and accessed solely and exclusively by the Participant and its correspondent parties in any subrogation case and by employees and contractors of AF, but only to the extent necessary to maintain the system in operation.

Company Name: _____	**Arbitration Forums, Inc.**
Company Code: _____	
_____	_____
Signature	Signature
_____	_____
Name	Name: Kathleen D. Mahne
_____	_____
Title	SignatureTitle: President and CEO
_____	_____
Date	Date

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