



Everest

Coverage Retention

Guidelines

These Guidelines are applicable to the litigation of claims involving any of the insurance underwriting companies Everest National Insurance Company, Everest Indemnity Insurance Company, Everest Reinsurance Company, Everest Denali Insurance Company, Everest Security Insurance Company, and Everest Premier Insurance Company (collectively referred to as "Everest" in these Guidelines).

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1. General Purpose of Litigation Guidelines

Everest expects to work with Coverage Counsel (hereinafter referred to as "Counsel") to achieve Everest's objectives in an efficient manner consistent with the law firm's ethical obligations and applicable laws. Nothing contained herein is intended to, nor shall, restrict Counsel's exercise of independent professional judgment in rendering legal services to Everest or otherwise interfere with any ethical directive governing the conduct of Counsel. All Law Firms must ensure that their employees and derivative support vendors providing services on Everest matters are aware of and comply with these Guidelines.

The term "Handling Adjuster" is used throughout the Litigation Guidelines. A Handling Adjuster includes both Third-Party Administrator (TPA) and Everest Direct-Handle Adjusters.

2. Counsel's Ethical Duty

Counsel's ethical duty is always to Everest. Nothing in these guidelines should be construed to interfere with Counsel's ethical duty to Everest.

3. Code of Conduct

Every Counsel is expected to observe the rule of law, including all applicable Rules of Professional Conduct. Counsel shall be responsible for proper and adequate training of all legal professionals, including Attorneys and Paralegals, while performing their professional duties on behalf of Everest.

4. Escalation Procedure - [NEW]

If Counsel is unable to connect with the Handling Adjuster to discuss a material development, Counsel is required to contact the Everest Supervising Manager, or the designated line of business contact (listed in Appendix 7). A material development is a change that could materially impact the coverage analysis or exposure for the matter.

5. Proof of Insurance - [NEW]

Law Firm will maintain at its sole cost and expense a policy not less than \$5 million single loss limit for firms with less than 50 lawyers, \$10 million for firms with greater than 50 lawyers for Errors & Omissions, and a minimum of cyber insurance coverage of \$2 million, subject to the volume of Everest and Customer personal data information the firm stores in their system and records. Everest reserves the right to seek greater levels of coverage proportionate to the volume of sensitive and confidential data the firm holds.

All insurance shall be underwritten by an insurer with an A.M. Best rating of A or better and obtain from the underwriting company a certificate of insurance addressed to Everest.

Law Firm will provide a copy of its policy to Everest and will have a continuing obligation to provide a current copy of each new/renewed/amended policy until the conclusion of all matters handled by the firm. Law Firm shall promptly notify Everest in writing of a suspension, cancellation, termination, modification, nonrenewal or lapse of such coverage or a material change in coverage.

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6. Requests for Rate Increases - [NEW]

All requests for rate increases must be sent via email to Everest [see Appendix 5 - Everest Contact Sheet]. The email must include the date the last rate increase was approved, the number of referrals made in the last two prior years, current number of open matters by line of business, the states involved, the reason for your request, the name of each timekeeper, title, and current rate, and specifically the dollar amount you are requesting for each timekeeper. An email will be sent acknowledging your request. Though every effort will be made to provide a response no later than 30 days from the completed request, additional time may be required in some circumstances.

New rates, if appropriate, are activated when Everest sends a response in writing with the effective start date and apply only to new matters.

7. Request to add an attorney or paralegal, state, or line of business - [NEW]

All requests from an existing Panel Firm to add an attorney or paralegal, a new jurisdiction, or line of business must be sent via email to Everest [see Appendix 5 - Contact Sheet].

For requests to add a new attorney, include name, CV, title (partner, counsel or associate), years of practice, and their relevant work experience.

For requests to add a state, identify the current state the firm is approved in and the other state(s) to be considered, and hourly rates proposed for new state. Include name, CV, title (partner, counsel or associate), years of practice, and their relevant work experience, for any attorney in the new state that is not already approved.

For requests to add line of business, identify the line(s) of business the firm is already approved in and the additional lines for consideration. Include the names of the attorneys who would work in that line of business, an explanation of the firm's qualifications in that field, and the rates you would like considered.

8. Privacy and Data Security [NEW]

Each Law Firm shall comply with the Everest Data Privacy and Security Requirements attached hereto as Appendix 1, which Everest may modify from time-to-time upon written notice to the Law Firm.

If the Law Firm experiences a suspected data breach at any time, it will notify Everest [see Appendix 5 - Everest Contact Sheet] within the time period prescribed in the Everest Data Privacy and Security Requirements.

Written notice to Everest Insurance [see Appendix 5 - Everest Contact Sheet], with written approval is required if the firm intends to utilize AI/Generative AI (Artificial Intelligence) in handling any matters assigned to them by Everest.

9. Conflict of Interest

Upon receipt of each new assignment, Counsel must confirm in writing that no conflicts exist and that the firm can handle the matter. Any potential conflicts of interest must be outlined in writing and discussed with Everest to resolve whether representation is appropriate. Counsel shall continue to review conflicts throughout the representation. Any conflict, or potential conflict, must be reported immediately via phone with an email to the Handling Adjuster and Everest Supervising Manager.

All waivers of conflicts must be requested in writing and communicated via email to Everest (see Appendix 7 - Everest Contact Sheet) with a clear description of the:

- 1) Issue; and
- 2) Scope of the contemplated representation and requested waiver.

Everest requires additional rigor for Law Firms that perform both coverage work for Everest and claims defense work for an Everest insured (in different matters):

- Attorneys handling Everest claims defense matters will be walled off from Everest coverage files; similarly, the firm's attorneys handling Everest insurance coverage matters will be walled off from Everest claim defense files.
- The firm's insurance coverage attorneys will not handle claims defense files, and vice versa.
- If Everest issues a coverage position letter to an insured at any point (e.g., a Reservation of Rights or Disclaimer letter):
 - The Law Firm will not advise any Everest insured regarding insurance coverage issue(s) or comment upon the same. If the Everest insured seeks the Law Firm's opinion regarding an insurance coverage issue(s), Counsel will advise the Everest insured that the firm cannot provide legal counsel to the insured on coverage issues, and that the insured will need to engage its own coverage counsel.
 - The Law Firm will notify Everest as to whether or not it believes that the nature of the coverage issue(s) present a conflict of interest regarding the firm's continued representation of the insured. If Everest and/or the Law Firm believe that such a conflict exists, the firm shall withdraw from its representation of the insured. If Everest and the Law Firm agree that no such conflict exists, the firm will continue to defend the insured regarding all allegations asserted in the underlying action.

10. Acknowledgement of Assignment

Everest requires an acknowledgement of each new case assignment either by e-mail to the Handling Adjuster or by entering the case into Legal-X. The acknowledgement must be sent immediately upon completion of the conflict-of-interest review and acceptance of the referral, but no more than three (3) business days from the date referred. Any matters of initial concern should be addressed in the acknowledgement letter.

It is expected that upon assignment to a new matter, Counsel will affirmatively take all necessary actions to protect Everest's interests and ensure that a timely responsive pleading is filed on Everest's behalf, where applicable.

11. Confidentiality

It is expected that Counsel shall take reasonable precautions to ensure that the information shared by the parties, including and without limitation, confidential and proprietary information of Everest and insured, attorney-client communications, and work product of Counsel, remain privileged and/or confidential and is not shared with anyone other than those who are reasonably necessary to the representation of Everest's and, to the extent applicable, insured's common interests.

12. Media Contact

In matters involving representation of Everest, extrajudicial statements by counsel to the media are governed by relevant state or federal rules of professional conduct, and prohibited communications should not be made under any circumstances. All statements should be reviewed and approved by Everest [see Appendix 5 - Everest Contact Sheet] in advance of the communication.

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13. Reporting

13.1 Initial Evaluation and Litigation Plan

Once the Law Firm clears conflicts and accepts a new assignment, Counsel is expected to communicate with the Handling Adjuster about key issues and goals, reviewed all available file materials, completed any preliminary investigation and research, including communication with other counsel, if applicable. If Counsel receives any material updates during the life cycle of the matter (i.e., key litigation dates, discovery responses, motions), these must be communicated to the Handling Adjuster immediately.

13.2 Case Developments & Reporting Requirements

Counsel will update the Handling Adjuster at least every 90 days until the file is closed. However, Counsel must communicate any material developments to the Handling Adjuster immediately.

Counsel should send reports directly to the Handling Adjuster, keeping them fully informed of the progress of all litigated cases until the file is closed. Counsel will immediately communicate to the Handling Adjuster any material developments well in advance of any deadlines.

14. Documents Provided by Counsel

Unless otherwise directed, Counsel should include the following documents:

- I. Material Pleadings
 - Complaints, Motions, Answers, and other filings/pleadings
 - Correspondence from and to all parties
 - All Court/Board Orders, Findings & Decisions
- II. Written Demands
 - All settlement demands and offers must be communicated immediately
- III. Written Discovery
- IV. Depositions
 - Depositions must be jointly agreed to as part of the Plan for Litigation and Budget. Counsel should consult with the Handling Adjuster before conducting or attending any deposition not contemplated in the Plan and Budget.
- V. Briefs
- VI. Expert Witnesses
 - Retention of expert witnesses must be pre-approved by the Handling Adjuster. Counsel's recommendations should include an analysis of the expert's necessity, benefit, anticipated cost, as well as a copy of the proposed expert's CV.
- VII. Neutrals - Mediators and Arbitrators
 - Engagement of mediators and arbitrators must be pre-approved by the Handling Adjuster. Counsel's recommendations should include an analysis of the mediator or arbitrator's experience (including CV) and anticipated cost.

14.1 Pre-Trial/Mediation Evaluation Reports

For all cases, a pre-trial report is required no later than 60 days prior to the first trial call or mediation. The report should describe the legal issues, Counsel's judgement as to the probability of an adverse verdict and likely range of such verdict, liability analysis, damages analysis, negotiation history and current demand, and settlement and verdict value range.

15. Settlement & Negotiations

Counsel will report all settlement demands to the Handling Adjuster and will obtain timely settlement authority from the Handling Adjuster prior to making any offers of settlement.

For cases involving a Medicare Beneficiary or one who will be entitled to Medicare benefits within 30 months of settlement, Counsel must take both Medicare conditional payments as well as the need for a Medicare allocation into consideration, as this may impact settlement.

Counsel should always consider the use of a structured settlement. Use of a structured settlement requires prior authorization by Everest.

16. Alternate Dispute Resolution (ADR)

Where appropriate, Counsel should look to utilize ADR to resolve cases.

17. Trial/Post-Trial Procedures

If a matter goes to trial, Counsel must report in writing to the Handling Adjuster daily on developments of the trial.

Once trial has concluded or a formal decision has been made by the Judge/Court, Counsel is to provide a Post-Trial report within three (3) business days. The report must include a copy of the judgement/decision/finding and a narrative analysis which includes:

- Pre-Trial related issues
- Post-Trial motions
- Appellate issues, if any (including chance of success on Appeal)
- Cost and timeframe for Appeal, if applicable
- Recommendations for further handling

18. Appeals

No Appeal may be filed without documented approval from Everest.

19. Legal Budget

On all Coverage referrals, a legal budget is required.

The legal budget should focus on the initial year of engagement and assess the "life of the case". See Appendix 2 for example of a phased budget.

The budget must be updated when close to being exceeded, or when adjustments to the plan of action have changed that significantly alter the budget. Subsequent revisions to the budget must be submitted to the Handling Adjuster within 10 business days. The Handling Adjuster should approve the budget before Counsel proceeds with actions that differ from the prior approved budget.

20. Staffing

When no specific attorney is requested by Everest, your Law Firm will designate one attorney to have primary responsibility for each matter for which its services are requested. The matter should be staffed effectively and economically. A balance should be struck between the efficiency a more experienced

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professional brings to a given task and the advantages of having the task performed by a less senior professional. Duplication of effort within the firm must be avoided. Counsel should also delegate work to subordinates wherever possible to promote efficiency.

21. Billing Procedures

See Appendix 3 and 4.

22. Alternate Fee Arrangement (AFA) Flat Fee Assignments

An AFA assignment is a case where the fee is a single flat rate. The assignment would include the master file and any concurrent companion files and includes all cases at any venue. Unless some other arrangement is agreed upon ahead of time and with written approval by Everest, the flat fee covers all activity including filing briefs or answers on any issues prior to and through trial, and it covers foreseeable issues related to contribution.

AFA assignments are billed directly to the Handling Adjuster for payment. They should not be submitted into Legal-X for invoice review.

Generally, once the Law Firm has cleared conflicts and accepts the assignment, the Law Firm may invoice the Handling Adjuster one half of the total flat fee. The remaining half is billed to the Handling Adjuster once the case is resolved. Every effort will be made by the Handling Adjuster to issue payment within 30 days from receipt of invoice.

22.1 Permitted Costs/Expenses under the AFA:

Photocopy costs, mileage, and other costs as specified in Appendix 6 (Billing Procedures), are permitted and reimbursable in addition to the flat fee. Requests for reimbursement may be submitted by the Law Firm every 90 days starting with the date of assignment or when the expense equals or exceeds \$500. Proper documentation must be provided to the Handling Adjuster.

22.2 AFA Opt-Out Provision:

The Law Firm may determine after accepting a referral under the AFA it is no longer suitable under the AFA billing structure. For those such cases, the Law Firm may request to "Opt-Out" of the AFA and request the file be converted into an hourly billing structure. All "Opt-Out" requests must be made in writing and sent via email to Everest. Once approved, the file will be changed to an hourly rate from the date the "Opt-Out" was approved and not from the date of the original referral. The remainder of the flat fee will not be paid once a file has been opted out. The Firm will then then need to follow the same requirements for setting the file as an hourly referral through Legal-X. A legal budget will also be required.

23. File Audit

Everest reserves the right to conduct audits of any Law Firm that performs legal services for Everest to ensure quality of legal services and compliance with these Guidelines, including billing procedures. Payment of any invoice and expense does not constitute a waiver of auditing rights or related requests such as reimbursement.

These audits may be conducted at your office, or we may request that specific files and documentation be shipped to a different location. Expenses associated with the preparation of the files for the audit is not

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billable. Audits may be performed by Everest or its designee. We recognize the importance of conducting the audit process in a manner that does not compromise privileges, confidences, or protections.

24. Document Retention [NEW]

Prior to destroying any files pertaining to Everest matters, the Law Firm must give at least 90 days notification to Everest. Everest reserves the right to request those files. See Appendix 5 for contact at Everest.

25. Vendors

Everest may have agreements in place with preferred vendors for ancillary legal services. Preferred vendors must be used by Counsel, whenever possible. [see Appendix 6 - Preferred Vendor List].

Retention and use of all outside vendors must be pre-approved by Everest [see Appendix 5 - Everest Contact Sheet]. Counsel should provide Everest with an analysis of any non-preferred vendor's necessity, benefit, why a preferred vendor cannot be used, and anticipated costs.



APPENDIX 1 [NEW]

EVEREST DATA PRIVACY AND SECURITY REQUIREMENTS

All Law Firms and lawyers (collectively "Law Firms") handling legal matters on behalf of one or more Everest entities (hereinafter collectively "Everest") or on behalf of an Everest insured, shall comply with the following Everest Data Privacy and Security Requirements ("Requirements") with respect to the processing of any Everest Data (as defined below).

1. **Definitions.** Capitalized terms used but not defined in these Requirements will have the same meanings as set forth in the Agreement. In these Requirements, the following terms shall have the meaning set out below:

a. **"Everest Data"** means all data or information, whether or not provided by Everest, to which Law Firm obtains access in connection with its legal representation of Everest or an Everest insured that relates to an identified or identifiable person or that is otherwise protected by Privacy Laws; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

b. **"Privacy Laws"** means laws, in multiple jurisdictions worldwide, that relate to (i) the confidentiality, processing, privacy, security, protection, transfer or trans-border data flow of Everest Data, personally identifiable information, health or medical information, or (ii) electronic data privacy; whether such laws are in place as of the effective date of the Agreement or come into effect during the term.

c. **"Subprocessor"** means any person (including Law Firm's affiliates and any other third parties) appointed by or on behalf of Law Firm which processes, stores or has access to any Everest Data or collects data on Everest's behalf, in connection with the Law Firm's representation of Everest or an Everest insured.

d. **"Information Security Best Practices"** means practices compliant with the following: (i) privacy and information security best practices consistent with the applicable informative references listed in the NIST Cybersecurity framework (for example, ISO 27001); (ii) the security requirements, standards, obligations, specifications and event reporting procedures set forth in these Everest Data Privacy and Security Requirements (as they may be amended from time to time); and (iii) any other applicable requirements, standards, obligations, specifications and/or event reporting procedures required by any Law.

2. **Compliance with Privacy Laws.** The Law Firm shall (i) comply with all applicable Privacy Laws with respect to the processing of Everest Data and the Everest Data, and (ii) provide Everest with all assistance as Everest may reasonably require to comply with applicable Privacy Laws.

3. **Scope of Processing.** Law Firm shall only process Everest Data for the sole purpose of providing legal representation to Everest or an Everest insured.

4. Location. Law Firm shall process Everest Data only in the United States and shall not process Everest Data in any other location nor transfer Everest Data to any other location without the prior written consent of Everest.

5. Security.

a. Without limiting the Law Firm's legal and ethical obligations to Everest or Everest's insureds, the Law Firm shall at all times have implemented and maintain a comprehensive written information security program that (i) complies with all applicable Privacy Laws, (ii) is adequate to meet official recommendations or guidance issued by applicable regulatory agencies, (iii) meets Information Security Best Practices, and (iv) meets the requirements of Everest's Third Party IT Security Policy, which is attached hereto as Attachment 1, as may be updated by Everest from time-to-time.

b. In addition, such security program shall contain reasonable and appropriate administrative, operational, technical, physical and organizational measures that are designed to preserve and protect the security, integrity and confidentiality of Everest Data and protect Everest Data against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access. The security measures shall, at a minimum: (i) only permit authorized employees and contractors with a "need to know" to access Everest Data in order for the Law Firm to represent Everest or an Everest insured, (ii) require that all Everest Data stored on any of the Law Firm's storage devices or networks be encrypted and only be accessible via a secured network, (iii) require that the Law Firm encrypt all other transmissions of Everest Data, including over public networks or wireless networks, and (iv) require that the Law Firm encrypt all Everest Data stored on any removable or portable devices or media. Such encryption shall meet or exceed the accepted industry standards of data encryption used for personally identifiable information and what is required by Privacy Laws.

c. The Law Firm shall permit Everest to review such security program and inspect Law Firm's compliance with such security program. In the event that the Law Firm makes a material change to such security program, the Law Firm shall notify Everest and provide Everest with the updated draft of such security program. In no event shall the Law Firm make any changes to the security program that lowers the level of security provided to the Everest Data.

6. Data Breach.

a. The Law Firm shall notify Everest without undue delay and in any event within forty-eight (48) hours after the law Firm or any Subprocessor becomes aware of an actual or reasonably suspected data breach affecting Everest Data, providing Everest with sufficient information to allow Everest to meet any obligations to report or inform regulatory authorities, individuals and other entities of such Everest Data breach under Privacy Laws. The Law Firm shall take prompt steps to remedy the data breach and mitigate any harmful effects, and shall, and shall ensure that Subprocessors shall, co-operate with Everest and take such reasonable steps as are directed by Everest to assist in any subsequent investigation, litigation, provision of notices, and mitigation and remediation of each such data breach.

b. Unless required by Privacy Law, the Law Firm shall not inform any third party of any data breach involving Everest Data without first obtaining Everest's prior written consent.

c. To the extent any data breach arises out of or is connected to a breach by the Law Firm of the Law Firm's obligations under these Everest Data Privacy and Security Requirements, the Law Firm shall bear (i) the costs incurred by the Law Firm in

complying with its legal obligations relating to such breach, and (ii) in addition to any other damages for which the Law Firm may be liable, the following costs incurred by Everest in responding to such breach, to the extent applicable: (1) the cost of providing notice to affected individuals; (2) the cost of providing notice to government agencies, credit bureaus, authorities, and/or other required entities; (3) the cost of providing affected individuals with credit monitoring services for a specific period not to exceed twenty-four (24) months or the minimum time period provided by applicable law, whichever is longer; (4) call center support for such affected individuals for a specific period not to exceed ninety (90) days; and (5) the cost of any other measures required under applicable law.

7. Subprocessors. The Law Firm shall not subcontract any of its responsibilities with regard to any Everest Data or otherwise allow a Subprocessor access to any Everest Data unless Everest has approved such Subprocessor in advance in writing. For any Subprocessors that Everest has approved: (i) the Law Firm shall ensure that, prior to allowing a Subprocessor to process Everest Data, the Law Firm has exercised appropriate due diligence in selecting such Subprocessor to ensure that the Subprocessor is capable of providing the level of protection for Everest Data required by these Everest Data Privacy and Security Requirements; (ii) the Law Firm shall remain fully responsible and liable for all acts, omissions, and work performed by any of its Subprocessors, including its Subprocessors' compliance with the terms and conditions of these Everest Data Privacy and Security Requirements and applicable Privacy Laws; (iii) the Law Firm shall ensure that the arrangements with Subprocessors are governed by a written contract including terms that offer at least the same level of protection for Everest Data as those set out in these Everest Data Privacy and Security Requirements; and (iv) at Everest's request, the Law Firm shall provide Everest with copies of its written contracts with Subprocessors.
8. Audits. Upon Everest's request and throughout the term of the Law Firm's representation of Everest or an Everest insured, and at all times while Everest Data is in the possession or under the control of the Law Firm, the Law Firm shall permit Everest or, upon Everest's election, a third party on Everest's behalf, permission to perform an onsite audit, security control assessment, examination, and/or review annually of all controls in the Law Firm's physical and/or technical environment in relation to all Everest Data being handled and/or legal services being provided to Everest or an Everest insured. The Law Firm shall fully cooperate with such audit through the use of questionnaires, email, phone calls, virtual meetings, by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores, or transports Everest Data pursuant to this Agreement. If any issues are found during Everest's review of the Law Firm's physical or technical controls, the Law Firm shall file a remediation plan with Everest within thirty (30) days following the completion of such review, and the Law Firm shall remediate each such issue in a timely manner in accordance with a remediation schedule mutually agreed to by the parties. In addition, upon Everest's request, the Law Firm shall: (i) provide Everest with the results of any audit performed by or on behalf of the Law Firm that assesses the effectiveness of the Law Firm's information security program as relevant to the security and confidentiality of Everest Data shared during the course of its representation of Everest and/or an Everest insured; and (ii) make available to Everest for review all of the following, as applicable: Service Organization Controls (SOC) Type 2 audit report, and any reports relating to its ISO/IEC 27001 certification. The Law Firm will promptly address any

exceptions noted on the SOC reports, or other audit reports, with the development and implementation of a corrective action plan by the Law Firm's management.

9. Cyber Insurance: The Law Firm shall obtain and maintain Cyber Insurance coverage in the minimum amount of \$2 million per incident and/or event claim, which shall at a minimum include coverage for unauthorized access and use, failure of security, network breach, breach mitigation and response costs, regulatory response and third-party liability. Such insurance coverage shall be maintained in force at all times while the Law Firm is providing legal services to Everest or an Everest insured or is in possession of Everest Data.



ATTACHMENT 1

EVEREST THIRD PARTY IT SECURITY POLICY & STANDARDS (EXTERNAL)

JULY 2021

1. Everest Third Party IT Security Policy

1. Introduction

1.1. Purpose

This policy provides requirements for Third Parties (Vendors) that contract with Everest to submit to cyber security risk assessments and to comply with the Everest Information Policies and Security Protocols when storing, processing, transmitting or accessing Everest systems and data.

1.2. Scope

This policy applies to all Third Party vendors who have access to Everest's data and/or applications from onset of the Third Party engagement to the point when the relationship is terminated.

1.3. Goals

- Provide consistent administration and evaluation of cyber security risks, including those impacting Third Parties
- Provide a secure environment that protects the data of Everest employees, clients and business partners as well as applications used by these parties to conduct business

2. Roles and Responsibilities

2.1. Third Parties (Vendors)

Comply with the requirements as established in *Everest Third Party IT Security Standards*. Participate in the risk assessment process by providing responses to security questionnaires, providing access to necessary documentation and personnel to complete the assessment. Report and notify Everest of security incidents or data breaches and employee terminations.

3. Definitions

3.1. Third Party

An entity that is unaffiliated with Everest and is contracted to supply products or services to Everest.



3.2. Products or services

Products or services relate to business process, hardware, software, information technology services, telecom, or staff augmentation that is provided to Everest per the terms of contractual agreement.

4. Policy Provisions

4.1. Controls

When a Third Party stores, processes, transmits or accesses Everest data, systems, and applications, either within Everest's networks or hosted outside of Everest's networks, the Third Party must implement and maintain administrative, technical and physical controls equivalent to the *Everest Third Party IT Security Standards* and must include appropriate policies, procedures and tools.

4.2. Reporting and Notification

In the event of a security incident and/or data breach, the Third Party must notify Everest immediately after identifying the incident, preferably within 24 hours.

4.3. Risk Assessment

The Third Party is subject to a due diligence security review to evaluate the adequacy of cybersecurity practices at the inception of engagement and periodic security reviews/audits to assess continued adequacy of their cybersecurity practices by Everest. Everest's security review is generally conducted utilizing a security questionnaire. The Third Party must provide all relevant information as requested via the questionnaire. On infrequent occasions, Everest may need to conduct an onsite security review. The Third Party will be provided appropriate explanation for this need and adequate time for any necessary preparation.

Everest Third Party IT Security Standards

1. Introduction

The Information Security standards outlined below applies to the Third Party storing, processing, transmitting, or accessing Everest data and/or systems from onset of the Third-Party engagement to the point when the relationship is terminated in accordance with the Third-Party IT Security Policy. Depending on the services provided to Everest, not all of the Information Security standards may be applicable.

2. Standards

i. Access Control

- Restrict privileges to authorized employees and contractors with a "need to know" in order for Provider to perform its obligations under the Agreement to access Everest Data
- Require Multi-factor Authentication for remote access to internal networks from external networks
- Do not use group, shared, or generic passwords
- Everest application access requests must be submitted to Everest management.
- Everest must be notified in the event of a user supporting the Everest account being suspended or terminated for any reason, within 2 business days.

ii. User ID and Password Security

- Each Individual working for the Third Party (hereinafter "user"), will be provided authentication information that will include a unique user ID and password (as well as a security token, where multifactor authentication is required).
- Passwords must remain confidential.
- Passwords must be changed at least every 90 days.
- Passwords must be at least eight (8) characters in length.
- Passwords must use least one
 - Upper case letter
 - Lower case letter
 - Number
 - Special character ~ ! @ # \$ % ^ & * () _ + : ? < >
- Password must no include patterns like alphabetical order (e.g., abcd, defg, wxyz), adjacent keyboard characters or numbers (e.g., QWER, 1234 etc.) and repeating patterns (e.g., aaaa, zzzz, 1111, 9999 etc.)
- Passwords must not identify the user through name, Third Party company name, date of birth, family member names, the words "password" or "everest" and other easy-to-guess names.
- Passwords should not be common dictionary words (e.g., fall, winter, baseball, puppy). Dictionary words are permitted for password lengths of greater than 14 characters.
- Passwords must never be displayed, printed, or otherwise recorded in an unsecured manner.
- Users are not permitted to script their user IDs and passwords for logon access.

- Users are not permitted to allow another person to log on to any Everest application utilizing their account information, nor are they permitted to utilize someone else's account information to log on to an Everest application.

iii. Stored Data

- Require that all Everest Data stored on any of Provider's onsite storage devices be accessible via a secured network
- Prohibit storage of Everest Data in non-production environments unless first being masked/obfuscated.
- Everest Data that is written to an external storage device, the media must be suitably stored so that it is not easily accessible (i.e., stored in locked desk/file cabinet).

iv. Encryption

- Require that Provider encrypt all transmissions of Everest Data, including over public networks or wireless networks at a minimum 256-bit key encryption (e.g., AES 256)
- Require that Provider encrypt all Everest Data at rest (in storage or file systems) at a minimum 256-bit key encryption (e.g., AES 256)
- Require that Provider encrypt all Everest Data stored on any removable or portable devices or media. Such encryption shall meet or exceed 256-bit key encryption (e.g., AES 256)

v. Segmentation

- Logically or Physically segregate, to the extent technically feasible, all Everest Data from that of any other customer of Provider
- Logically or Physically segregate production environments from non-production environments (e.g., development, QA, user acceptance)

vi. Default Parameters

- Change default passwords and configurations, where appropriate, on vendor-supplied devices prior to connecting them to the network
- Update and maintain system configuration in a manner that is consistent with Industry Security Best Practices and provider system hardening standards

vii. Monitoring

- All systems that process or store Everest data must maintain audit trail that documents system security events as well as any event that results in the access, modification, and or deletion of Everest's data.
- Secure audit logs so they cannot be altered or modified; retain log data for a minimum 6 months.
- Use intrusion-detection systems, and/or intrusion-prevention systems to monitor all traffic at the perimeter of the network.

viii. Vulnerability Management

- Install, maintain, and ensure anti-virus/malware software and mechanisms (e.g., virus signatures) are current, actively running, and maintaining audit

- logs on all systems commonly affected by malicious software (particularly personal computers and servers) for at least 90 days
- Install critical security patches within one month of release
- Develop applications based on secure coding guidelines in order to prevent common coding vulnerabilities (e.g., as listed by OWASP) in software development
- Review networks and public-facing web applications via manual or automated application vulnerability security assessment tools or methods, at least quarterly and after any changes, and remediate all confirmed high or critical risk vulnerabilities within thirty (30) days of discovery

ix. Physical and Environmental Controls

- Implement and maintain physical access controls, including controls that restrict access to facilities to authorized personnel, limit access to sensitive areas (e.g., data center) based on job responsibilities, and require appropriate visitor escort protocols
- Implement and maintain environmental controls, including appropriate fire detection and suppression, redundant power supply, battery backup, water detection, HVAC, humidity control systems where appropriate
- Implement and maintain trash disposal programs that provide for the secure disposal of sensitive trash. Sensitive trash is defined as any discarded material that contains or could disclose Everest Data

x. Awareness and Training

- All vendor personnel that has access to Everest's data must receive regular security awareness training and be apprised of the requirements outlined in the Third-Party IT Security policy.

APPENDIX 2

Sample Phased Budget

PHASE I - Case Assessment, Development & Administration

A. Estimated Time	Hours	Cost
1. Initial file review, analysis, contact with/report to client/insured		
2. Legal research/analysis		
3. Answer/affirmative defenses		
4. Other pleadings/motions		
5. Communications with attorneys/others		
6. Paralegal time		

B. Estimated Costs	Hours	Cost
1. Travel (time and expenses) and parking		
2. Court costs		
3. Miscellaneous costs (copies, reports, investigators, etc.)		

PHASE II - Discovery, Pretrial Pleadings and Motions

A. Estimated Time	Hours	Cost
1. Prepare written discovery (interrogatories, requests for production)		
2. Respond to plaintiff's written discovery		
3. Communication with/report to client/insured		
4. Communication with attorneys/others		
5. Fact depositions		
a. estimated number of depositions		
b. review and preparation time		
c. attendance at deposition		
d. review transcripts/exhibits		
6. Expert depositions:		
a. interview/furnish data to experts		
b. review/submission of expert reports		
c. review adverse expert reports		
d. prepare defense expert for deposition		
e. attend defense expert deposition		
f. prepare for plaintiff's expert deposition		
g. attend plaintiff's expert deposition		
h. analyze/report on expert depositions		
i. communication with attorneys/others		
7. Paralegal time		
8. Discovery Motions		
a. preparation and research of motions		
b. trial of discovery motions		
c. communication with attorneys/others		
d. communication/report to client/insured		

B. Estimated Costs	Hours	Cost
1. Expert fees/expenses		
2. Travel time/costs		
3. Deposition transcripts		
4. Copy/exhibit/record costs		
5. Court costs		
6. Miscellaneous costs		

PHASE III - Alternative Dispute Resolution/Mediation/Settlement

A. Estimated Time	Hours	Cost
1. File review/preparation of position paper		
2. Legal research/analysis		
3. Attendance at mediation		
4. Communication with client/insured		
5. Paralegal time		

B. Estimated Costs	Hours	Cost
1. Mediation cost		
2. Travel/parking		
3. Miscellaneous costs		

PHASE IV - Trial Prep and Trial

A. Estimated Time	Hours	Cost
1. Legal research and opinions		
2. Preparation of dispositive motions & memoranda		
3. Preparation of Pre-Trial Order, witness & exhibit lists		
4. Attend Pre-Trial Conference		
5. Communication to insured/client		
6. Communication with attorneys/court/others		
7. Preparation of jury charges and instructions		
8. Preparation of witnesses & exhibits for trial		
9. Trial attendance		
(Estimated number of days _____)		
10. Preparation of post-Trial memoranda		
11. Post-Trial motions		
12. Paralegal time		

B. Estimated Expenses	Hours	Cost
1. Subpoenas		
2. Exhibit/copy costs		
3. Expert fees/costs		
4. Jury Cost		
5. Travel/parking		
6. Court cost		
7. Witness costs/expenses/fees		

PHASE V - Appeal

A. Estimated Time	Hours	Cost
1. Preparation of Motion/Petition for appeal		
2. Review transcript and exhibits		
3. Legal research		
4. Prepare Appellate Brief		
5. Argument of appeal		
6. Communicate with/report to client/insured		
7. Paralegal time		

B. Estimated Expenses	Hours	Cost
1. Cost of transcript and exhibits		
2. Court/filing costs		
3. Copy costs of briefs		
4. Travel/parking		
5. Miscellaneous expenses		

GRAND TOTAL:

APPENDIX 3

All firms handling Everest matters are required to bill through Bottomline/Legal-X with the exception of Alternate Fee Arrangement (Flat Fee) referrals.

Registration

Everest must provide authorization to Bottomline before they can send you registration information to submit invoices electronically via the Legal-X system. Everest requires the following information before authorization will be provided to Bottomline.

- Everest programs to be added to: (Name of Everest Program)
- Firm Name
- Firm Address
- Contact Name(s) (contact person and the billing manager if available)
- Contact Phone Number
- Contact Fax Number if available
- Contact Email address
- Firm Website if available
- Approved Rates

1. Timekeeper Information

Once your firm has been approved for electronic submission, the timekeeper information can be submitted under the appropriate Everest Program. If you have been assigned cases for multiple Everest programs, the timekeeper information must be entered separately for each program.

Submit the timekeeper's name, rank, approved rate, and effective date under the appropriate Everest program for each individual who will be billing for services provided. Everest will approve or reject the timekeeper submissions. Please do not begin submitting invoices until the individuals have been approved as Legal-X will compare the rate submitted against the rate approved in the system. Legal-X will automatically make reductions to the amount billed by unapproved timekeepers.

2. Case Set-up

Firms complete the set-up process in Legal-X by completing the Case Form information. If you have general questions on how to set up a case or upload invoices into Legal-X, Bottomline can help. You may contact them at 1-866-645-7444 or Legalxsupport@bottomline.com. Webinar training is also available.

3. Invoice Closure

Once you submit your final invoice through Legal-X and the invoice has been paid, you must go into Legal-X within 30 days and click the final invoice box and enter the closing date. This closure procedure differs from submitting your final bill. Submitting your last invoice does not automatically close out the case in Legal-X and thus is a necessary step.

APPENDIX 4 **Billing Procedures**

Hourly Rate - Billing is to be at the approved hourly rate.

Attorney Billing Format must include the following:

- I. Heading - the first page of the bill must be prepared with entries stating:
 - The caption
 - The law firm's IRS number
 - The name of the insured
 - The claim number (for TPA-administered matters, the TPA claim number)
 - The time period for which the bill applies
 - Identification of the attorney, paralegal whose initials appear on the invoice
- II. Body - the bill must be prepared with entries showing:
 - Date the work was performed
 - Initials of the person providing the service
 - Description of the work performed, including subject and participants of all communications. (Vague entries are not acceptable such as "update case strategy, review and receive documents or telephone conference").
 - The actual time in 1/10th of an hour increments
 - If a time entry relates to a task that requires prior approval; the name of the person who gave the prior authority and on what date must be provided
- III. End of Bill Summary
 - Full name of each timekeeper
 - Level of each timekeeper (i.e., partner, associate, paralegal)
 - Hourly rate for each timekeeper
 - Total hours and total amount charged for each timekeeper during the billing period
 - Total number of hours worked by each person
 - Total billed to date on the file including current billing
 - Any payments received on the case
 - Balance due on the file

*Note that "block billing" (grouping multiple activities under a single time charge greater than 1/10th of an hour) is prohibited.

Prior Approvals

Prior approval is required:

- To bill more than 10 hours/day by a timekeeper, excluding travel time
- More than two timekeepers on a matter
- Prior approval will not be given to bill more than 20 hours/day by a timekeeper
- Research greater than 3 hours per topic
- Changes in staff on a matter
- Travel time greater than 1 hour
- The outsourcing of any legal counsel
- The appointment of any outside investigator, surveillance, or expert, including proposed rates
- Extraordinary expenses, including but not limited to expenses for support services for the preparation of litigation, rental or purchase of equipment, recording of testimony, images, documents, etc.

Staffing

- On routine matters the Partner or Senior Associate will be the primary timekeeper, supported by an Associate and Paralegal.
- When more than one timekeeper is working on a matter, the tasks carried out by each should be appropriate to the level of the timekeeper.

- Duplicative work is not billable. Where multiple timekeepers are working on the same task the entry should identify separate purposes of the work or separate, specific, and tangible work product for each timekeeper.
- Where multiple Timekeepers are copied into correspondence only one fee earner can bill for time spent reviewing and responding to it.
- As a rule, supervision is not billable. The exception is where supervision takes the form of a review of documents by a senior timekeeper.

Associate Matrix

- Unless prior approval is received, and the approver identified in the invoice task description, all of the following tasks shall be completed by an Associate:
 - Initial draft of an Answer
 - Initial draft of Declarations and Disclosures
 - Initial Preparation of Discovery responses and non-standard discovery requests
 - Initial draft of Jury Instructions
 - Initial Preparation of Litigation Hold Notices
 - Large-Scale Document Review
 - Initial draft of Privilege Logs
 - Initial draft of Position Statements
 - Procedural Court Appearances
 - Conducting Legal Research

Paralegal Matrix

- The following tasks contains a non-exhaustive list of tasks expected to be performed by a Paralegal:
 - Drafting standard or routine Discovery, Interrogatories, or Lists of Documents which form part of any Pleadings
 - Preparation of Forms of Authority to access medical or employment records
 - Preparation of Authorization to Defend Proceedings
 - Preparation of Witness Summons
 - Preparation of Acknowledgment of Service
 - Preparation of Notice of Acting/Appearance
 - Preparation of Deposition Notices
 - Preparation of Certificate of Service
 - Creating/updating chronologies or timelines
 - Cite checking
 - Investigative research, including background and social media research
 - Preparation of Stipulations for extensions of time to answer
 - Preparation of Routine Jury Demands
 - Preparation of form Motions, including Motions for Leave, Motions to Extend, and Motions to Dismiss by Stipulation
 - Preparation of Routine, Standard or form Discovery Requests or Interrogatories
 - Preparation of Routine or Standard Requests to Produce

Clerical Matrix

- The following tasks contains a non-exhaustive list of non-billable tasks considered to be clerical or administrative in nature:
 - Acknowledging assignment
 - Attempts to contact
 - Bates Stamping
 - Collating, inventorying, copying, binding, or pulling documents
 - Creating or organizing files, folders, binders, or notebooks
 - Creating templates
 - Docketing/checking case status
 - Drafting cover letters
 - E-Discovery and database tasks that do not require legal training
 - Exporting or Importing documents

- Faxing/scanning, emailing, or other transmission of documents
- Filing (including e-filing) and service
- Indexing
- Making calendar entries or other scheduling tasks
- Making travel arrangements
- New file set-up or opening/closing files, including maintenance of the same
- Organizing lawyer coverage of meetings, hearings, depositions, etc.
- Performing conflict checks
- Pick-up and delivery of documents and records
- Planning work to perform
- Preparing documents for attorney review
- Proofreading
- Quality checking
- Saving documents
- Submitting documents
- Technical support
- Transferring file tasks
- Translating
- Troubleshooting
- Uploading/downloading/convert documents
- Waiting time
- Word processing, data entry, or dictation charges

Ancillary Legal Costs

Each firm is requested to advance the following ancillary legal costs unless other arrangements are approved by Everest. Any ancillary legal costs over \$25 require a receipt that is attached to the invoice.

- Court Costs
- Court reporters
- Photocopy services
- Service fees
- External messenger services

Non-Reimbursable Costs

- Invoice preparation Invoice preparation, including dealing with payment inquiries, or other tasks associated with billing
- Intra-office conferences
- Attendance by more than one attorney at any deposition, conference, trial, or other hearing without prior approval from Everest
- Any file review done when the file is transferred to a new attorney, unless otherwise approved by Everest
- Research in excess of three hours per topic, unless previously authorized
- Fees and costs associated with Lexis, Westlaw or other electronic or computer-assisted research
- Continuing education for any personnel
- Administrative services including secretarial and clerical functions, as well as the following:
 - General overhead costs
 - Opening mail
 - Acknowledgement letters
 - New file set up
 - Maintenance of office and attorney calendars
 - Transcribing, copying, posting, faxing, emailing, and inserting documents into and retrieving documents from the file
 - Charges for facsimile transmissions
 - Preparing form letters and pleadings
 - Normal postage

- Telephone bills
- Communicating with copy services, interpreters, court reporters, medical offices, or other law offices for the purpose of scheduling
- Scheduling depositions, medical exams, or other appointments
- In-house messenger service
- In-house photocopying expenses.
- Routine recurrent tasks or expenses otherwise considered as overhead such as telephone bills, word processing and faxing
- FedEx Overnight Service unless specific time constraints are required. If these items are billed, an explanation must be provided
- Mileage in excess of the current IRS rate for mileage reimbursement
- Everest agrees to pay 50% of the billing rate for all travel time in excess of one hour. Unless otherwise approved, Everest will not pay for travel time of less than one hour.
- Charges for preparation of a Legal Budget in excess of .3 of an hour
- Preparation of ad hoc reports
- Meals/airfare/hotel charges unless pre-approved by Everest. It is expected that Counsel will seek the lowest available coach/economy fare for air travel, hotel, car rentals and meals, with meals up to \$100 per person per day and hotels not to exceed \$400 per night. Travel, including hotel should be booked 14 days or more in advance. Entertainment, dry cleaning, or other non-essential charges will not be reimbursed. Receipts must be submitted for all travel expenses.

Time Recording

All time is to be recorded in tenths of an hour. The time entered for a task must not exceed the actual time spent upon it. Invoices must be accurate with appropriate work descriptions.

Block billing is not acceptable. There must be a separate time entry on the invoice for each task, and time records must be available for review for 5 years after the matter closes.

Time Frames and Thresholds for Billing

Unless otherwise approved, interim billing is to be provided at the earliest of the following dates:

- 90 days from receipt of the assignment
- 90 days from last invoice date
- When total outstanding charges reach or exceed \$15,000
- When expenses advanced by firm reach or exceed \$2500

Upon the resolution of a matter, the final invoice on that matter may be submitted immediately. The invoice should be identified as the final invoice. Everest may reject invoices that do not follow these timeframes. Everest reserves the right not to pay invoices submitted more than one calendar year after the date the activity occurred.

The minimum amount of any invoice must be \$500 (or equivalent currency). Any invoice less than \$500 can be submitted with a subsequent invoice until the invoice amount meets the \$500 minimum, unless it is the final invoice, or the invoice will go beyond one calendar year after the date of the last activity.

Appeals

No more than 3 appeals will be allowed for any invoice.

A firm has 30 days from the date an invoice is released to make an appeal over a deduction. The appeal must be made directly in Legal-X through the appeal process.

Consideration will be given for a one-time 15-day extension should the firm not appeal within 30 days from release of the invoice however, this request for a one-time extension will only be considered if within 180 days from the original invoice release date. No exceptions will be made otherwise.

APPENDIX 5 [NEW]

Everest Contact Sheet

Sect. #	Name	Title	Email Address	Phone Number
4: Escalation Procedure	Steven Muhlstock, VP	Head of Coverage, Claims	Steven.Muhlstock@everestglobal.com	+1 (908) 442-6876
6: Rate Increase	Marijoy Arguelles	Director, Vendor Management	Marijoy.Arguelles@everestglobal.com	+1 (415) 490-1476
7: Add attorney, state, LOB	Marijoy Arguelles	Director, Vendor Management	Marijoy.Arguelles@everestglobal.com	+1 (415) 490-1476
8: Data Breach & use of AI/Generative AI	Marijoy Arguelles	Director, Vendor Management	Marijoy.Arguelles@everestglobal.com	+1 (415) 490-1476
8: Data Breach	Pete Tart	Head of Vendor Management	Pete.Tart@everestglobal.com	+44 (0) 7938 735689
9: Conflict of Interest	Marijoy Arguelles	Director, Vendor Management	Marijoy.Arguelles@everestglobal.com	+1 (415) 490-1476
12: Media Contact	Taylor Archambault	Chief Claim Officer for North America (CCO)	Taylor.Arch@everestglobal.com <u>Secondary Email</u> Kelsey McCartney Kelsey.McCartney@everestglobal.com	Kelsey McCartney: +1 (908) 991-9029
26: Document retention	Marijoy Arguelles	Director, Vendor Management	Marijoy.Arguelles@everestglobal.com	+1 (415) 490-1476
27: Vendors	Marijoy Arguelles	Director, Vendor Management	Marijoy.Arguelles@everestglobal.com	+1 (415) 490-1476

APPENDIX 6 [NEW]

Everest Preferred Vendors

Court Reporting:

All States
Esquire Court Reporting Services
Online: www.esquireconnect.com
Email: ECscheduling@esquiresolutions.com
Toll Free: (888) 486-4044

Translation & Transportation Services:

All States
ProCare (all TPAs) (866) 941-7878
Customerservices@theprocare.com

Translation services:

In California, additional translation options:

America Translating Services, Inc. (ATS)
Office (800) 535 – 0555 • (661) 294-9040
calendarcoordinator@americatranslating.com

Transcom Solutions
Office (855) 744-8323
referrals@transcom-solutions.com

Record Retrieval Services:

Compex Legal Services, Inc.
Place orders via Compex website (registration required): www.complexlegal.com
Toll Free: (800) 426-6739
Primary contact: Rich Ragan:
rich.ragan@complexlegal.com

Photocopying (500 pages or more):

Use law firm or TPA recommended copier with best prices/services.

CA only:

Copy Set
Contact Ozzie Nunez: (213) 570-2962
Copyset.o@gmail.com

Medicare Compliance Vendors

ExamWorks:
Email: Referrals@examworkscompliance.com
Phone: (678) 256-5085
Contact: Lou Porrazzo at
louis.porrazzo@examworkscompliance.com

IMPAXX (merger of MedVal and NuQuest)
Online referral: www.impaxx.com/referral/, or
email: referral@impaxx.com
Contact Victoria Sparhawk, Regional Acct. Manager at
vsparhawk@impaxx.com or (949) 606-5773

**Always notify our vendors this is an Everest claim so Everest's preferred rates are charged.*

***Discuss with the Claim Handler if there are other Everest Preferred Vendors that must be utilized.*