

SOLICITOR AGREEMENT

This Agreement is made the 28th day of September 20₂₀ between:

1. Woodville Consultants No.2 Limited of Unit 16, Eastway Business Village, Olivers Place, Fulwood, Preston. PR2 9WT (hereinafter "Woodville")
and
2. Talisman Casualty Insurance Company, LLC, 5755 S. Saliman Rd., Carson City, NV 89701, USA (hereinafter the " Surety")
and
3. Consumers Rights Solicitors LTD Lloyd's House, 18-22, Lloyd St., Manchester, M2 5WA (hereinafter "the Solicitor")
and
4. Consumers Rights Solicitors LTD Lloyd's House, 18-22, Lloyd St., Manchester, M2 5WA (hereinafter "the Guarantor")

Whereas:-

- A Woodville is a company incorporated under the laws of England and Wales and is in the business of providing funding to solicitors for certain types of Legal Claims. Woodville will act as an Introducer of the ATE Bond underwritten and insured by Talisman Insurance Company, LLC Protected Cell No.01 ("The Surety") to the Solicitor for the benefit of Claimants (as defined in the ATE Bond) who are pursuing a Legal Claim (as defined in the ATE Bond) for Damages (as defined in the ATE Bond) against a defendant. The Solicitor has agreed to purchase the ATE Bond for the benefit of Claimants represented by them.
- B The Solicitor is a firm of solicitors and will be the named Principal under the ATE Bond and has agreed to represent the Claimants who are pursuing a Legal Claim for Damages against a defendant.
- C The Solicitor, acting as Principal and upon the written instruction of the Claimant, wishes to purchase the ATE Bond for the protection of Claimants. The Solicitor, having performed its own due diligence on the ATE Bond, The Surety and Woodville has agreed to purchase the ATE Bond for the protection of the Claimants it represents.
- D The Solicitor shall enter into a Services Agreement with the Insurance Broker administering the ATE Bonds' programme on behalf of The Surety. A copy of the executed Services Agreement shall be provided to Woodville.
- E The Surety is a Protected Cell Captive incorporated under the laws of Nevada, USA and is licenced to underwrite the ATE Bond for Claimants in England and Wales.
- F Of those Claimants, the Solicitor will identify those who require ATE Bonds and will submit lists of those proposed clients to Woodville for submission to The Surety for underwriting and approval.

- G The Surety, having limited knowledge of the Solicitor will require Woodville to bear primary responsibility to ensure that the Solicitor's premium payment and notification obligations to The Surety are honoured. Woodville is not liable for the premium but only to ensure that the solicitors pay the premium.
- H The Guarantor will indemnify and guarantee the obligations of the Solicitor as Principal under the ATE Bond and under this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:-

Purchase of ATE Bond and Obligations

- 1.1 As Principal and not as the agent for the Claimants, The Solicitor will purchase ATE Bonds from The Surety for the benefit of the Claimants as a disbursement in respect of each Claimant's case.
- 1.2 The Solicitor may apply for an ATE Bond using a spreadsheet or using its own case management system, but a correctly completed ATE Bond Order Form via Woodville must be submitted in all cases.
- 1.3 In cases where a Claim Notification Form or a first letter of claim has been sent to the Defendant more than three days before the ATE Bond is requested, the Solicitor must advise Woodville and Woodville will obtain an approval from the Surety. Any ATE Bond issued in breach of this requirement will not be covered by the ATE Bond;
- 1.4 The Solicitor agrees and confirms that its usual practice is that it will normally indicate to Claimants that they should not pursue their Legal Claim without the benefit of an ATE Bond/Policy/Coverage.

Payment of Premium:

2. (a) Woodville will bear prime responsibility to ensure that the premium is paid by the Solicitor for all ATE Bonds which the Solicitor purchases from The Surety via Woodville for the Claimants' benefit. The Solicitor will make payment in accordance with the instructions as set out in the Services Agreement as referenced in Recital D above.
- (b) With regards to any deferred premium which is due under any ATE Bond the Solicitor shall become liable to make payment of the premium in accordance with the Services Agreement as referenced in Recital D above.
- (c) The deferred premium shall become due and payable in respect of each ATE Bond 7 (seven days) after the Conclusion (as defined in Section 3) of the Legal Claim;
- (d) All premium due on the Bond Start Date as defined in the ATE Bond shall become due and payable accordingly;

(e) All premium due under 8.3(b) shall be due immediately in accordance with 8.3(b);

(f) Any premium that remains due and unpaid 21 days after it becomes due will incur an interest charge of 5.50% per month.

Conclusion:

3. Subject to 4.1 and 4.2 the deferred premium shall become due and payable upon the earliest of:

- (a) The Bond Expiry Date as defined in the ATE Bond;
- (b) The Solicitor ceases to act for the Claimant because no instructions have been received from the Claimant for 12 (twelve) months;
- (c) The Legal Claim has been discontinued or abandoned;
- (d) Cancellation or Termination as defined in the ATE Bond;
- (e) The Claimant or the Solicitor receive payment of Damages;
- (f) A claim is made under the ATE Bond.

Payment of the deferred premium shall be made in accordance with the Services Agreement as referenced in Recital D above.

Cancellation of ATE Bond:

4. The Solicitor will cancel the ATE Bond for the following reasons and will advise Woodville in writing of the cancellation:

- (a) The prospects of the Legal Claim succeeding against the Defendant are less than 51%, and the Solicitor intends to cease acting for the Claimant;
- (b) Within 14 days of the ATE Bond being inceptioned, the Claimant decides that they no longer require the ATE Bond;
- (c) The Solicitor will no longer be acting for the Claimant as the Claimant no longer wishes to pursue the Legal Claim;
- (d) The Solicitor will no longer be acting for the Claimant because the Claimant has ceased to give instructions with regards to the Legal Claim when required to do so or is no longer contactable.

4.1 The Solicitor shall advise Woodville in writing of any cancellation of the ATE Bond under 4(b) shall be within 14 days. No premium will be due.

4.2 The Solicitor must ensure that cancellation of the ATE Bond under 4(a), 4(c) and 4(d) above must be made within the Bond Start Date and the Bond Expiry Date. The ATE Bonds will be cancelled from inception and no further premium will be due and no paid premium will be refunded.

4.3 Premium on any cancellations in 4.2 advised to Woodville after one month shall become due and payable immediately.

4.4 All ATE Bonds cancelled under 4 above will be cancelled from inception and will be considered null and void with no liability attaching.

4.5 If the Solicitor requires any cancelled ATE Bond to be reinstated then they must seek approval from The Surety through Woodville.

Warranties:

5. The Solicitor warrants that:

- (a) It has the necessary approvals and authorisations under the SRA (Solicitors Regulation Authority) to be able to engage in activities relating to the ATE Bond and it will advise Woodville immediately should these authorisations be suspended, changed, qualified or terminated;
- (b) It is compliant with, and shall at all times remain compliant with, all the rules and regulations of the SRA or any other professional body under which it is regulated, and it will advise Woodville immediately if it receives any communication, verbal or written, advising it that it has failed to comply;
- (c) It is compliant with, and shall all times remain compliant with, all the rules and regulations of the SRA or any other professional body under which it is regulated with regards to its activities relating to the ATE Bond, and it will advise Woodville immediately if it receives any communication, verbal or written, advising it that it has failed to comply;
- (d) Acknowledges that it has performed its own due diligence on The Surety and has satisfied itself;
- (e) Acknowledges that it is aware that The Surety is incorporated under the laws of Nevada, USA and is regulated by and in accordance with the State of Nevada and their liabilities under the ATE Bond are reinsured with A rated (as rated by Standard & Poors and/or AM Best) insurers/reinsurers;
- (f) Acknowledges that The ATE Bond or any bond issued by The Surety will not fall within any compensation scheme within the UK or within the United States of America;
- (g) Acknowledges that the ATE Bond is governed by the laws of England and Wales and any disputes will resolved in accordance with the Arbitration section of the ATE Bond;
- (h) It will fully advise and explain the terms and conditions of the ATE Bond to the Claimant and have the Claimant sign and confirm that they have fully understood the terms and conditions of the ATE Bond;
- (i) It will obtain a signed Letter from the Claimant in the form attached as Schedule 1 after having fully explained the contents of the letter;
- (j) It will recommend the ATE Bond to the Claimants but will not force or coerce Claimants into purchasing the ATE Bond;
- (k) It will properly and legally maintain a Client Account and will treat all monies received into it in accordance with the rules and regulations as established by the ruling act of law;
- (l) It will honour its obligations under The ATE Bond.

Solicitor's Duty to Claimant:

6. The parties acknowledge that the Solicitor's primary duty is always to the Claimant and this duty shall always take precedence over this Agreement and its obligations hereunder. When, and if, any professional obligations to the Claimant cause a conflict then the Solicitor's duty under those professional obligations to the Claimant shall take precedence over this Agreement.

The Solicitor will advise Woodville immediately should a conflict arise.

The Solicitor acknowledges that its duties under the ATE Bond are separate to its duties under this Agreement.

At all times and under any circumstance of conflict nothing shall affect, alter or interfere with the Claimant's duty to The Surety under the ATE Bond, and the Solicitor will at all times advise the Claimant of their obligations to The Surety under the ATE Bond.

The Solicitor will at all times comply with the terms and conditions of the ATE Bond.

7. Guarantee:

- A. The Guarantor, its heirs, executors, administrators and successors hereby guarantees the performance of the Solicitor and all of the obligations of the Solicitor under this Agreement and under the ATE Bond including, but not limited to:
- (i) The payment of all monies due whether certain or contingent;
 - (ii) The payment of all monies due whether now or in the future;
 - (iii) The payment of any other liabilities under this agreement.
- B. The Guarantor, its heirs, executors, administrators and successors hereby guarantees the performance of the Solicitor and all of the obligations of the Solicitor under this Agreement and under the ATE Bond in the event of insolvency, receivership, administration or liquidation of the Solicitor. These obligations to include any interest, charges, fees and any other costs accruing to The Surety or Woodville;
- C. This guarantee and the liabilities of the Guarantor shall remain in full and force and effect for the duration of this Agreement and all ATE Bonds that are current and in effect and shall continue until all of the liabilities of the Solicitor have been fully discharged to The Surety and to Woodville under this Agreement and all ATE Bonds for all Claimants.
- D. This guarantee shall remain in full force and effect and the liabilities of the Guarantor shall not be altered, affected or diminished in the event the Solicitor is bought out, has a name change or is altered in any way.
- E. This guarantee shall remain in full force and effect and the liabilities of the Guarantor shall not be altered, affected or diminished in the event the Guarantor ceases to have any financial interest in the Solicitor.
- F. Each Guarantor may terminate their own obligations under the guarantee by giving 3 (three) months' notice to The Surety and Woodville. The guarantee of the Guarantor shall be terminated at the expiry of the 3 (three) months, however, the guarantee and liability of the Guarantor under this Agreement and all ATE Bonds issued prior to the expiry of the 3 (three) months will continue until the obligations of the Solicitor have been fully discharged thereunder.
- G. This guarantee cannot be altered in any way without the prior written consent of the Solicitor, the Surety and Woodville.

Reporting and Administrative Obligations of the Solicitor and Woodville:

8. Prior to the Solicitor engaging in any activity under this Agreement, it must have executed a Services Agreement with the Insurance Broker with a copy to be provided to Woodville.

Prior to engaging with a Claimant the Solicitor must have performed the various checks on the Claimants in accordance with the Services Agreement with the Insurance Broker.

8.1. ORDERING ATE BONDS:

- (a) For all ATE Bonds required for Claimants, the Solicitor shall provide Woodville with a list of Claimants together with all other information as required and requested by Woodville;
- (b) Woodville shall submit the list together with The Surety via the Insurance Broker for confirmation of cover. The Solicitor must wait for confirmation of cover under the ATE Bonds requested from Woodville prior to advising the Claimant;
- (c) The Surety, within an agreed time frame, shall confirm cover or shall confirm denial of cover via the Insurance Broker to Woodville which shall immediately be shared with the Solicitor. At this point the Surety will be on risk and liable under the ATE Bond;
- (d) The Solicitor shall complete and sign the ATE Bond Order Form. Format will be provided by Woodville;
- (e) Woodville shall submit the ATE Bond Order form together with the completed ATE Bond format to The Surety via a portal to be established by Woodville ;
- (f) The Surety shall as soon as possible send the stamped and signed ATE Bonds to Woodville via the portal to be established by Woodville.

8.2. MONTHLY REPORTING:

- (a) The Solicitor shall provide to Woodville a bordereaux, within 5 working days from the end of each calendar month, in the form to be provided by Woodville. This bordereaux will also include all ATE Bonds that have been cancelled in accordance with Section 4 and on which premium is due and payable;
- (b) Woodville shall reconcile and agree the bordereaux and submit to The Surety via the Insurance Broker;
- (c) The bordereaux shall be agreed by the Solicitor, Woodville, the Insurance Broker and The Surety. Once agreed, the Insurance Broker shall invoice the Solicitor for the premium due and payable. The Solicitor shall remit the premium due and payable to the Insurance Broker within 7 working days of the date of the invoice.

8.3. Reporting on Progress of ATE Bonds

- (a) The solicitor shall agree and provide to Woodville progress and status reports on each Legal Claim monthly and of any proceedings that have been issued;
- (b) The Solicitor shall provide information to Woodville, the Insurance Broker or The Surety whenever requested. The Solicitor shall respond within 14 (fourteen) days of receipt of a request for information Woodville or The Surety. After that period a second request will be sent. Failure by the Solicitor to respond to the second request within 14 (fourteen) days shall

- result in the premium becoming due immediately. The Solicitor shall make arrangements to pay this premium immediately;
- (c) The Solicitor shall advise Woodville and The Surety immediately upon discovering that a claim may arise under any ATE Bond;
 - (d) The Solicitor shall advise Woodville and The Surety immediately where the case has been unsuccessful triggering a claim under the ATE Bond. The Solicitor must provide all information pertaining to the claim under the ATE Bond within 60;
 - (e) The Solicitor shall advise of all cancellations of ATE Bonds as required under Section 4;
 - (f) The Solicitor shall provide Woodville notification of ATE Bonds that have reached the Expiry Date as defined in the ATE Bond;
 - (g) The Solicitor shall provide Woodville a list of Legal Claims covered by the ATE Bond that have not concluded after 9 (nine) months;
 - (h) For any Legal Claims covered by the ATE Bond, where the limitation period for the issue of Court proceedings has expired, and the Solicitor has not notified Woodville within 2 months of that expiry that Court proceedings have been issued despite Woodville having made 2 requests for information and status of the case at least 14 (fourteen days) apart, then the Solicitor irrevocably authorises Woodville to cancel the ATE Bond. Woodville will advise the Solicitor in due course when and if the ATE Bond is cancelled.

8.4. All reporting and notifications will be submitted electronically in formats to be agreed by the Solicitor, Woodville, the Insurance Broker and The Surety.

Misrepresentation:

9. Upon discovery of misrepresentation of any material facts by the Solicitor and without prejudice to any other remedy available to Woodville and The Surety under law, and if there is no Termination or Cancellation of this Agreement, then a penalty equal to the premium due under that specific ATE Bond will become due and payable immediately plus any costs associated with resolving the issues.

The ATE Bond will be cancelled immediately upon discovery of the misrepresentation or fraud in accordance with the terms and conditions of the ATE Bond.

Term:

10. This Agreement shall be continuous from the date of this Agreement until cancelled or terminated in accordance with the Cancellation and Termination provision.

Cancellation and Termination:

11. This Agreement will be a continuous Agreement unless cancelled by either party by giving 3 months' notice in writing.
This Agreement will be terminated immediately upon:
- (a) Discovery of fraud;
 - (b) Discovery of any material breach of the terms of this Agreement;
 - (c) Non payment of premium when due.

SCHEDULE 1

Claimant: _____

Dear _____,

Re: ATE BOND

1. I/We (further referred to as "Claimant") would like to confirm that the Claimant agrees and consents to you arranging for an ATE Bond underwritten by Talisman Casualty Insurance Company, LLC Protected Cell No.01 (the "Surety") through Woodville Consultants No. 2 Ltd ("Woodville") on the Claimants behalf to protect the Claimant against the risk of paying the defendant's costs.
2. The Claimant agrees to allow you to provide the Surety and allow Woodville complete access to the relevant files and to provide to them with ongoing information regarding the progress and outcome of the claim.
3. Claimant confirms that you have fully explained the terms and conditions of the ATE Bond and Claimant fully understands them, and as such have opted to instruct you to purchase the ATE BOND on the Claimants behalf.

The Claimant also understands from you that there are many insurance policies available to the Claimant which you can access on the Claimants behalf, however the Claimant has chosen to elect the ATE Bond underwritten by The Surety.

4. The Claimant further agrees to allow you to act on their behalf to ensure that the terms and conditions of the ATE Bond are complied with. Further, the Claimant confirms and gives you irrevocable instructions to hold in trust and pay any premium due under the ATE Bond to The Surety. This includes consenting to the deduction and payment of any premium due and payable from any damages that are recovered from the defendant(s) on the Claimants behalf.

The Claimant confirms that you have advised Claimant that;

1. Talisman Insurance Company, LLC /The Surety is incorporated and licensed under the laws of Nevada, USA and is regulated by and in accordance with the State of Nevada, and their liabilities under the ATE Bond are reinsured with A rated (as rated by Standard & Poors and/or AM Best) insurers/reinsurers;
2. The ATE Bond or any bond issued by The Surety will not fall within any compensation scheme within the UK or within the United States of America;
3. The ATE Bond is governed by the laws of England and Wales and I/we are able to refer any dispute to an arbitrator appointed and agreed to by me/us and The Surety in accordance with the "Arbitration" section of the ATE Bond;
4. I/we also have the option to refer any dispute under the ATE Bond to the Financial Ombudsman Service in the United Kingdom.

Claimant has been advised by you that given the financial strength of the reinsurance the ATE Bond is comparable with, and in some cases better than other similar products available to me/us.

You have further advised me/us that although you recommend the ATE Bond, nevertheless, Claimant shall have the right to choose an alternative product, but in doing so may mean you may not be able to represent us.

Claimant also confirms that you have explained to the Claimant that you have an ongoing relationship with Woodville and The Surety, and as a result you may be advising many of your clients to select the ATE Bond. Claimant understands that this relationship may, at some point, conflict with your ability to represent me/us fairly. Should these circumstances arise Claimant expects you to advise me/us, Woodville and the Surety of the circumstances immediately so that Claimant can take legal advice from counsel with regards to the ATE Bond and any other areas of conflict.

Claimant confirms that we have given consideration to the above and authorise you to purchase an ATE Bond on my/our behalf.

Yours faithfully,

Signed: _____

Print Name: _____

Position: _____

Dated: _____