

TERMS OF BUSINESS AGREEMENT FOR THE ATE BOND PROGRAMME

THIS AGREEMENT (the “**Agreement**”) is dated the 1st day of September, 2020

BETWEEN THE PARTIES:

1. **Talisman Casualty Insurance Company, LLC Protected Cell No.1, including its subsidiaries, designees, partners, joint venturers, successors, heirs, executors, administrators** of 7881 W. Charleston Blvd, Suite 210, Las Vegas, Nevada, NV89117, United States of America (jointly and severally known as the “**Surety**”); and
2. **Woodville Consultants No.2 Limited, including its subsidiaries, designees, partners, joint venturers, successors, heirs, executors, administrators** of Suite F Llanover House, Llanover Road, Pontypridd Rct, CF37 4DY (jointly and severally known as “**Woodville**”).

WHEREAS, the Surety is already in the business of issuing Surety Bonds globally, now wishes to insure and issue After The Event Bonds “ATE Bonds” in England and Wales (“The ATE Programme”) for Road Traffic Accident Claims (“RTAC”), Housing Disrepair Claims (“HDRC”), Personal Contract Purchase (“PCP”), Data Breach Claims (“DBC”) and PPI Plevin Claims (“PlevinC”) collectively known as “The Products”;

WHEREAS, Woodville is already in the business of providing funding to solicitors for RTAC, PCP, HDRC and PlevinC and has agreed to act as an Introducer and introduce The Products to Solicitors for the benefit of their clients who are actively pursuing a RTAC, HDRC, PCP or PlevinC and actively an ATE Bond;

WHEREAS, the Surety, pursuant to the signed agreement dated May 6th 2020, already provides Woodville with a Capital Performance Bond (“CPB”) to protect Woodville’s investors/lenders against the inability of various solicitors to repay loans given to them by Woodville to pursue RTAC, HDRC, PCP or PlevinC cases hereinafter referred to as the “CPB Programme”.

IT IS THEREFORE NOW AGREED:

SECTION A. THE SERVICES AND THE PROVISION OF SERVICES:

(i)The Surety shall provide to Woodville:

1. Upon approving coverage for cases submitted, and subject to Woodville’s underwriting criteria, ATE Bonds listing individual Bond numbers associated with individual Solicitor case reference numbers.

2. Any assistance necessary to help Woodville to promote and introduce The Products to Solicitors;
3. The services of an insurance broker chosen and appointed by the Surety to act as broker/administrator for The ATE Programme. The broker/administrator shall provide the following either directly or through the Surety:
 - (a) A Services Agreement between the broker/administrator and each Solicitor wishing to provide ATE Bonds to their clients;
 - (b) A Services Agreement between the broker/administrator and Woodville;
 - (c) An electronic version of an ATE Bond Order Form in a format acceptable and compatible with Woodville's IT systems.

All of the above documents listed shall be approved by the Surety, Woodville and the broker/administrator.

(ii) Woodville shall:

1. Exclusively introduce The Products to Solicitors in England and Wales;
2. Make every reasonable effort to introduce The Products to Solicitors in England and Wales;
3. Prior to engaging with any Solicitor vet and perform due diligence in accordance with its Credit Underwriting and Assessment Policy and Funding Due Diligence List;
4. Perform due diligence including Anti-Money Laundering, Anti-Bribery and Corruption, Sanctions and Politically Exposed Persons checks on all Solicitors prior to engaging and contracting with them;
5. Have in place at all times a valid and binding Services Agreement with the assigned broker/administrator; Perform all reporting obligations as required in accordance with the Services Agreement and any other reporting that may be required by the Surety from time to time;
6. Prior to giving over any ATE Bonds to any Solicitor or their clients, have in place a valid and binding agreement with each Solicitor in the form attached hereto and incorporated herein as Schedule A. Any changes to Schedule A to be approved in writing by the Surety and Woodville ;
7. Prior to giving over any ATE Bonds to any Solicitor, ensure that a valid and binding Services Agreement between the Solicitor and the broker/administrator is in place;
8. Perform the function of assisting the Solicitor in ordering the ATE Bonds as required by completing the information required on the ATE Bond) and the ATE Order Form and emailing each request as required
9. Have in place monitoring procedures to follow the risks/claims covered by ATE Bonds;
10. Assist the Surety and/or Lloyd's broker/administrator in any way to ascertain information required in the smooth running of The ATE Programme and the management of the risks and claims and provide the Surety with unfettered access to all systems and information relating to The ATE Programme;
11. Ensure that all premiums due under The ATE Programme are remitted to the broker/administrator, and will not under any circumstances accept any premiums payments from solicitors or any other Parties;

(iii) In addition to the above listed agreements there will be a valid and binding Services Agreement between the broker/administrator and the Surety. The Services Agreement between the broker/administrator together with this Agreement shall list the services, duties and obligations of each Party and shall also detail:

- a. The process of ordering, stamping & signing, delivering and monitoring the ATE Bonds;
- b. The claims process including management and payment of claims;
- c. The process of providing monthly reporting of ATE Bonds issued and all claims thereunder to the Surety and the broker/administrator;
- d. The collection of premium ONLY by the Solicitors and remittance of premium to the broker/administrator and then to the Surety;
- e. Payment of Commissions or other fees as detailed herein and brokerage/admin fee to broker/administrator;
- f. The due diligence including Anti-Money Laundering, Anti-Bribery and Corruption, Sanctions and Politically Exposed Persons checks required to be performed.

SECTION B. DUTY OF DISCLOSURE:

(i)The Surety must disclose to and advise Woodville immediately prior to entering into this Agreement and during the Term of this Agreement:

1. If at any point it is unable to underwrite The ATE Programme for whatever reason;
2. Of any material information which might influence the judgement of Woodville not to enter into, withdraw from or amend the relationship/Agreement including but not limited to insolvency, bankruptcy, sanctions, fraud, charges for criminal activities etc;
3. Of any change in ownership of The Surety;
4. Any material information which might impede or affect The ATE Programme;
5. If at any point, for whatever reason, is unable to perform its duties and provide the services as detailed under Section A.

(ii)Woodville must disclose to and advise the Surety immediately prior to entering into this Agreement and during the Term of this Agreement:

1. Of any material information which might influence the judgement of the Surety not to enter into, withdraw from or amend the relationship/Agreement including but not limited to insolvency, bankruptcy, sanctions, fraud, charges for criminal activities etc;
2. Of any change in ownership of Woodville;
3. Any material information might impede or affect The ATE Programme including but not limited to any conflicts in business or otherwise;
4. If at any point, for whatever reason, is unable to perform its duties and provide the services as detailed under Section A.

SECTION C. SOLICITORS:

(i)Woodville must, in addition to the disclosures detailed in Section B (ii) advise the Surety immediately upon discovering if any of the Solicitors:

1. Are not authorised under the Solicitors Regulation Authority (“SRA”) to carry out the activities and services required of them in relation to The Products;
2. Are not compliant with the rules and regulations, directives by the SRA, or any designated professional body under which it is regulated, in relation to its authorisation under the SRA in relation to the activities and services required of them in relation to The Products;
3. Have their authorisation to continue to carry out the activities as they relate to The Products terminated or they are suspended or disqualified in any way by the SRA and/or any professional body designated to regulate them;
4. Receive notification from the SRA or any designated professional body under which they are regulated alleging that they have failed to comply;
5. Are accused of any misconduct.

(ii) Woodville must ensure that all Solicitors have Professional Indemnity insurance for a minimum of £2m (GBP two million)

SECTION D. EXCLUSIVITY, CONFIDENTIALITY AND NON-COMPETE:

Woodville shall be the exclusive appointed Introducer of The Products to Solicitors in England and Wales only subject to the terms, conditions and limitations of this Agreement. Woodville will not in any way attempt to promote, introduce or represent any similar or competing products from other insurers and/or reinsurers and/or any other type of entity in England and Wales or anywhere else in the world without the Surety’s consent.

The Surety will not offer or appoint another Introducer for The Products to compete with Woodville in England and Wales.

If either Party decides to cease trading in the After the Event business or exit the After the Event business for any reason whatsoever the other Party will automatically be released from this Agreement to pursue the After the Event business with other interested entities.

Both Parties will maintain confidential all information that has been disclosed by one Party to the other that is relevant to The ATE Programme.

Both Parties will only disclose the terms of this Agreement on a need to know basis.

SECTION E. FUTURE PRODUCTS OR BUSINESS:

Woodville will give the Surety rights of first refusal on all future insurance and/or surety business whether it is in the After the Event arena or not and whether it is in the UK or anywhere else in world.

If the Surety refuses the business then Woodville will be at liberty to pursue the business with other insurers and/or reinsurers and/or other entities.

SECTION F. THE SURETY'S WARRANTIES:

The Surety warrants and shall continue to warrant throughout the life of this agreement that:

- (i) it has all of the relevant licenses, approvals and authorities to underwrite and issue The Products in England and Wales;
- (ii) it is a company in good standing and by underwriting and issuing The Products it is not in contravention of any of the laws, approvals and/or regulations as established by the relevant and designated authority in the State of Nevada, United States of America, England or Wales;
- (iii) it will ensure that The ATE Programme is at all times administered through a qualified broker;
- (iv) it has in place and will continue to reinsure 100% (one hundred percent) of its liability under The Products with reinsurers with a minimum S&P rating or A.M. Best rating of A- (A minus);
- (v) that it will provide reasonable notice prior to a merger or the sale of The Surety;
- (vi) it binds itself, **including its subsidiaries, designees, partners, joint venturers, successors, heirs, executors, administrators** in the performance and execution of its obligations under this Agreement including but not limited to the obligations under Compensation.

SECTION G. WOODVILLE'S WARRANTIES:

Woodville warrants and shall continue to warrant throughout the life of this agreement that:

- (i) it has all of the relevant licenses, approvals and authorities to fulfil its obligations under this Agreement;
- (ii) it is a company in good standing and is does not have any notifications from any government or regulatory body for any breaches or violations of any laws or regulations;
- (iii) its directors are in good standing and do not have any allegations and/or notifications for fraud, embezzlement or any dishonest act, any breaches or violation of fiduciary duty by any entity;
- (iv) it has the financial ability and appropriate personnel required to fulfil its obligations and duties under this Agreement;
- (v) it will provide sufficient notice to The Surety prior to a merger or the sale of Woodville;
- (vi) it binds itself, **including its subsidiaries, designees, partners, joint venturers, successors, heirs, executors, administrators** in the performance and execution of its obligations under this Agreement.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



SECTION I. TERM:

This Agreement will continue to be in full force and effect until it is cancelled in accordance with the Cancellation Section.

SECTION J. CANCELLATION:

This Agreement may be cancelled or terminated:

1. Immediately upon discovery of fraud by the other Party;
2. Immediately if either Party materially breaches this Agreement or materially deviates from this Agreement. The offending Party may, at the sole discretion of the other Party, be given a 30 day notice to cure the breach or deviation. Failure to remedy the breach or deviation to the satisfaction of the other Party will result in the immediate cancellation of this Agreement;

2. Any assistance necessary to help Woodville to promote and introduce The Products to Solicitors;
3. The services of an insurance broker chosen and appointed by the Surety to act as broker/administrator for The ATE Programme. The broker/administrator shall provide the following either directly or through the Surety:
 - (a) A Services Agreement between the broker/administrator and each Solicitor wishing to provide ATE Bonds to their clients;
 - (b) A Services Agreement between the broker/administrator and Woodville;
 - (c) An electronic version of an ATE Bond Order Form in a format acceptable and compatible with Woodville's IT systems.

All of the above documents listed shall be approved by the Surety, Woodville and the broker/administrator.

(ii) Woodville shall:

1. Exclusively introduce The Products to Solicitors in England and Wales;
2. Make every reasonable effort to introduce The Products to Solicitors in England and Wales;
3. Prior to engaging with any Solicitor vet and perform due diligence in accordance with its Credit Underwriting and Assessment Policy and Funding Due Diligence List;
4. Perform due diligence including Anti-Money Laundering, Anti-Bribery and Corruption, Sanctions and Politically Exposed Persons checks on all Solicitors prior to engaging and contracting with them;
5. Have in place at all times a valid and binding Services Agreement with the assigned broker/administrator; Perform all reporting obligations as required in accordance with the Services Agreement and any other reporting that may be required by the Surety from time to time;
6. Prior to giving over any ATE Bonds to any Solicitor or their clients, have in place a valid and binding agreement with each Solicitor in the form attached hereto and incorporated herein as Schedule A. Any changes to Schedule A to be approved in writing by the Surety and Woodville ;
7. Prior to giving over any ATE Bonds to any Solicitor, ensure that a valid and binding Services Agreement between the Solicitor and the broker/administrator is in place;
8. Perform the function of assisting the Solicitor in ordering the ATE Bonds as required by completing the information required on the ATE Bond) and the ATE Order Form and emailing each request as required
9. Have in place monitoring procedures to follow the risks/claims covered by ATE Bonds;
10. Assist the Surety and/or Lloyd's broker/administrator in any way to ascertain information required in the smooth running of The ATE Programme and the management of the risks and claims and provide the Surety with unfettered access to all systems and information relating to The ATE Programme;
11. Ensure that all premiums due under The ATE Programme are remitted to the broker/administrator, and will not under any circumstances accept any premiums payments from solicitors or any other Parties;

This Agreement shall not create a partnership or joint venture between the Parties.

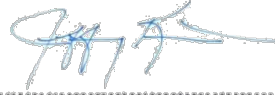
SECTION Q. SCHEDULES:

Schedule A – Form of Services Agreement between Woodville and the Solicitor
Schedule B - Agreement between Woodville and the Surety, dated May 6th, 2020.

IN WITNESS the Parties have agreed to the terms hereof as of the date first written above.

AGREED AND ACCEPTED:

For and on behalf of Talisman Casualty Insurance Company, LLC Protected Cell No. 1



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AGREED AND ACCEPTED:

Woodville Consultants No.2 Ltd



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SOLICITOR AGREEMENT

This Agreement is made the _____ day of _____ 2021
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. _____
(hereinafter "the Solicitor")
and
4. _____
(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 incepted, 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 at 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 be 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.

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: _____