



Dated

4th March 2025

Mr Paul Michael Kilmister & Mrs Christine Anne Kilmister (1)
(as Muwakkil)

and

Woodville Consultants Limited (2)
(as Wakil)

MASTER WAKALA AGREEMENT

THIS AGREEMENT is dated 4th March 2025 and made BETWEEN:

- (1) **Mr Paul Michael Kilmister & Mrs Christine Anne Kilmister** of The Dutch Barn, Moor Lane, Syerston, Newark. Nottinghamshire, NG23 5NA (the "**Muwakkil**" or "**Investor**"); and
- (2) **Woodville Consultants Limited**, a company incorporated under the laws of England and Wales with company registration number 08093201, whose registered office is situated at 5 Gelliwastad Road, Pontypridd, Wales, CF37 2BP (the "**Wakil**" or "**WCL**").

(each a "Party" and together the "Parties").

WHEREAS

The Investor, as principal, wishes to appoint WCL as its agent with respect to the investment of the Investor's funds in Islamically acceptable transactions pursuant to the terms and conditions set out in this Agreement and in compliance with Shariah.

IT IS AGREED as follows:

1 Definitions and Interpretation

- 1.1 As used herein and in the preceding recitals, the following terms shall have the meanings hereby assigned to them, unless the context expressly requires otherwise:

"**Actual Profit**" means the realised profit from the Investment Transactions at the Payment Date;

"**Anticipated Profit**" means, in relation to any Wakala Transaction, the profit anticipated by the Wakil to be made with the relevant Investment Amount and as specified in paragraph 6 of the relevant WCL Offer;

"**Business Day**" means any day other than a Saturday or Sunday, on which the banks in a Relevant Jurisdiction are open for the conduct of banking business;

"**Investment Amount**" means, in relation to any Wakala Transaction, the amount invested by the Investor in relation to the relevant Wakala Transaction and as specified in paragraph 1 of the relevant WCL Offer being for each Wakala Transaction a minimum of £10,000, €12,000 or \$15,000;

"**Investment Date**" means, in relation to any Wakala Transaction, the date on which the Investor shall pay the relevant Investment Amount to WCL and as specified in paragraph 2 of the relevant WCL Offer;

"**Investor Acceptance**" means, in relation to any Wakala Transaction, a written notice to be sent by the Investor pursuant to Clause 5.2 and substantially in the form of Schedule 2 (*Form of Investor Acceptance*);

"Investment Transactions" the specified Wakala agreements entered into from time to time between WCL and third party law firms in order to purchase and run claims for litigation that meet the assessment criteria specified in Schedule 3 and which have been allocated against an Investment Amount, advanced by the Investor to WCL;

"Maturity Date" means, in relation to any Wakala Transaction, the date specified in paragraph 3 of the relevant WCL Offer on which the amount of Maturity Proceeds as specified in clause 5.5 shall be payable by WCL to the Investor ;

"Maturity Proceeds" means, in relation to any Wakala Transaction, the proceeds of such Wakala Transaction generated by WCL and due to the Investor and calculated and paid in accordance with clauses 5.4 and 5.5;

"Payment Date" means the date on which the Maturity Proceeds are payable by WCL to the Investor pursuant to clause 5.5;

"Profit Shortfall" means the difference in pounds sterling, US dollars, Euros or AED (as applicable) to the nearest pound, Euro, US dollar or AED between the Actual Profit and the Anticipated Profit where the Actual Profit is less than the Anticipated Profit;

"Quarter Date" means the dates listed in paragraph 4 of the relevant WCL Offer, the first Quarter Date being three months from the Investment Date and each subsequent Quarter Date occurring every three months thereafter until and including the Maturity Date;

"Quarterly Anticipated Profit" means the Anticipated Profit divided by the number of Quarter Dates from the Investment Date to and including the Maturity Date;

"Relevant Jurisdiction" means England and Wales;

"Shariah" means the rules, principles and parameters of Islamic law as interpreted by WCL's Shariah Adviser;

"Shariah Adviser" means Amanah Advisors or another Sharia advisory firm as appointed by WCL from time to time;

"Wakala Transaction" means an investment made by the Investor with the Wakil, the terms of which are agreed by the Parties pursuant to the issuance of a WCL Offer and a corresponding Investor Acceptance, each in accordance with this Agreement;

"Wakil" means Woodville Consultants Limited ("WCL"), the Wakil in its capacity as agent for and on behalf of the Investor pursuant to its appointment in accordance with Clause 2.1 of this Agreement.

“Wakil Fee” means, in relation to a Wakala Transaction, the fee specified in the WCL Offer Notice payable by the Investor to WCL on either the Investment Date or the Maturity Date as agreed between the Parties. If the Wakil Fee is agreed to be payable on the Maturity Date, WCL is entitled to deduct the Wakil Fee from the applicable Maturity Proceeds.

“WCL Offer” means, in relation to any Wakala Transaction, a written notice to be sent by the Wakil to the Investor pursuant to Clause 5.1 and substantially in the form of Schedule 1 (*Form of WCL Offer*); and

- 1.2 In this Agreement, unless the context otherwise requires:
- 1.2.1 the recitals to this Agreement and all the schedules hereto shall constitute integral parts of this Agreement and shall be read together with it for all their purposes and intents;
 - 1.2.2 words importing the singular include the plural and vice versa;
 - 1.2.3 words importing a gender include any gender;
 - 1.2.4 a reference to a part, clause, or Schedule is a reference to a part and clause of, and schedule to, this Agreement and a reference to this Agreement includes any schedule;
 - 1.2.5 a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
 - 1.2.6 where the day on or by which any action is to be done is not a Business Day, that thing must be done on or by the next Business Day;
 - 1.2.7 a reference to an agreement includes an undertaking, agreement or legally enforceable arrangement or understanding whether or not in writing;
 - 1.2.8 Clause and paragraph headings are for convenience only and shall not affect the interpretation of this Agreement;
 - 1.2.9 reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended or re-enacted or consolidated and all statutory instruments or orders made pursuant to it;
 - 1.2.10 an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally; and
 - 1.2.11 time is of the essence with respect of each Party’s obligations under this Agreement.

2 Terms Applicable to the Wakala relationship

- 2.1 In respect of each Wakala Transaction and in consideration of the Investor paying the Investment Amount to the Wakil in accordance with clause 5.3, the Investor appoints WCL as its agent (the "Wakil") to invest the relevant Investment Amount in the Investment Transactions in accordance with the terms of this Agreement.
- 2.2 The appointment of WCL pursuant to Clause 2.1 shall take effect from the relevant Investment Date and end on the relevant Maturity Date.
- 2.3 In respect of each Wakala Transaction, and in consideration of the payment of the Wakil Fee (if any), WCL shall invest the Investment Amount in the Investment Transactions.
- 2.4 WCL shall arrange for payment and collection of funds on behalf of the Investor and is hereby authorised to execute and deliver any instruments or transfers necessary in connection therewith.
- 2.5 In connection with its powers, discretions, authorities and duties under this Agreement, WCL shall act solely as the agent of the Investor on a deal by deal basis to the extent expressly provided herein and in respect of Wakala Transactions from time to time entered hereunder and shall not otherwise be regarded as agent for and on behalf of the Investor in any other respect whatsoever.
- 2.6 WCL is hereby fully authorised to enter into Investment Transactions on behalf of Investor and to do all acts in its absolute discretion, as fully as the Investor could do itself with respect to such Investment Transaction(s) through contracts, purchase agreements, sales agreements or other documents/agreements, to negotiate on behalf of the Investor in relation thereto and to exercise on the Investor's behalf all related actions and powers necessary to enable it to fulfil its obligations under this Agreement and the Investment Transaction(s).

3 Terms Applicable to Wakala Transactions

- 3.1 The Parties agree that there is no obligation on the part of either WCL or the Investor to enter into any Wakala Transaction except upon a binding agreement coming into effect in accordance with Clause 5.2.
- 3.2 The Investor as principal shall bear all the risks associated with the acts of WCL as agent for the Investor except those risks resulting from WCL's wilful misconduct or gross negligence.
- 3.3 The Investor irrevocably agrees not to withdraw any Investment Amount prior to the relevant Maturity Date.
- 3.4 Investment Transactions shall be carried out for and on behalf of the Investor but in the name of WCL, or in the name of such agent as WCL selects.

3.5 Unless otherwise agreed the Wakil Fee (if any) will be paid on the Maturity Date. WCL may deduct the Wakil Fee from the applicable Maturity Proceeds prior to remitting them to the Investor.

3.6 Should the Investor comprise more than one individual, each individual shall be jointly and severally liable for the Investor's obligations under this Agreement. WCL may take action against, or release or compromise the liability of, any individual comprising the Investor, without affecting the liability of any other individual comprising the Investor.

4 Currency

4.1 The currency of each Wakala Transaction may be at the option of the Investor either:

(a) pounds sterling (£);

(b) US dollars (\$);

(c) Euros (€);or

(d) AED.

5 Wakala Transaction Arrangements

5.1 WCL Offer

On any Business Day, the Parties may in writing by email or any other written means acceptable to the Parties agree the terms of a proposed Wakala Transaction. As soon as reasonably practicable thereafter, WCL shall send to the Investor a WCL Offer setting out the terms of the proposed Wakala Transaction.

5.2 Investor Acceptance

The Investor, if it is willing to accept the WCL Offer made by WCL pursuant to Clause 5.1, shall confirm the terms of the WCL Offer by sending a Investor Acceptance to WCL no later than one (1) Business Day before the proposed Investment Date. Upon receipt by WCL of such Investor Acceptance, a Wakala Transaction shall be constituted incorporating the terms of the WCL Offer and the Investor Acceptance.

5.3 Payments by the Investment Date

5.3.1 Pursuant to the agreement of a Wakala Transaction in accordance with Clause 5.2, the Investor shall be obligated to pay the Investment Amount to the account specified in the relevant WCL Offer not later than the relevant Investment Date.

5.3.2 The Parties agree that the transfer of the relevant Investment Amount by the Investor to WCL shall constitute an Investor Acceptance to the relevant WCL Offer. For the avoidance of doubt, the Investor shall still be obliged to send the Investor Acceptance to WCL.

5.4 Payments on the Quarter Dates

5.4.1 In respect of any Wakala Transaction on each Quarter Date, WCL shall pay to the Investor an amount equal to the Quarterly Anticipated Profit.

5.5 Payments on the Maturity Date

5.5.1 The amount of Maturity Proceeds payable by WCL to the Investor on the Maturity Date in relation to any Wakala Transaction will be calculated with reference to sums paid in accordance with clause 5.4.1 and with reference to clauses 5.5.2 to 5.5.4:

5.5.2 Where the Actual Profit is equal to or exceeds the Anticipated Profit, the Maturity Proceeds will be an amount equal to the Investment Amount plus the Anticipated Profit, less any amounts already paid to the Investor pursuant to clause 5.4.1 above, less the Wakil Fee (if unpaid) and shall retain any remainder thereof for its own benefit.

5.5.3 Where the Actual Profit is less than the Anticipated Profit the Maturity Proceeds will be the Investment Amount plus the Anticipated Profit, less the Profit Shortfall, less any amounts already paid to the Investor pursuant to clause 5.4.1 above. The Wakil Fee will be waived.

5.5.4 Where the Investment Transaction returns a loss, the Maturity Proceeds will be the monies generated by the Law Firm from the Investment Transaction (if any), less any amounts already paid to the Investor pursuant to clause 5.4.1 above. The Wakil Fee will be waived. For the avoidance of doubt, if the result of the calculation under this clause 5.5.4 is less than zero, no monies will be owed by the Investor to WCL.

the aggregate amounts payable by WCL to the Investor under clauses 5.4.1 and 5.5.1 to 5.5.4 shall be the "Maturity Proceeds".

5.5.5 Indicative worked examples of the above calculations in clause 5.5 may be found in Schedule 4.

5.5.6 All payments of the Maturity Proceeds made by WCL pursuant to Clause 5.4 shall be made to the account stated in the relevant Investor Acceptance.

5.5.7 WCL will maintain registers of the Wakala Transactions and of the corresponding Investment Transactions.

6 Representations and Warranties

- 6.1 Each Party represents and warrants for the benefit of the other Party from the date of this Agreement that:
- 6.1.1 it has and will at all times for the duration of this Agreement have the legal capacity to enter into this Agreement and each Wakala Transaction thereby contemplated, and will cause all necessary corporate resolutions and authorities to be made and/or passed to ensure that the persons who purport to enter into Wakala Transactions on its behalf are able to commit the other in accordance with terms of this Agreement; and
- 6.1.2 it has and will at all times maintain all authorisations, approvals, licences and consents required to enable it to perform its obligations under this Agreement and each Wakala Transaction.
- 6.2 The Investor hereby represents and warrants to WCL that:
- 6.2.1 They have acted, and will at all times for the duration of this Agreement act, as a principal and not as a trustee or an agent on behalf of a third party for the purposes of entering into any Wakala Transactions contemplated by this Agreement; and
- 6.2.2 They have entered into this Agreement and each Wakala Transaction and each transaction document after having reviewed them for the purposes of their compliance with Shariah principles and with, to the extent it has considered this necessary, taken independent advice from advisors specialising in matters of Shariah and:
- (a) are satisfied that the provisions of this Agreement and each Wakala Transaction do not contravene Shariah principles; and
- (b) confirms that they do not have any objection, nor will they raise any objections as to matters of Shariah compliance in respect of or otherwise in relation to the provisions of any of this Agreement or any Wakala Transaction.
- 6.3 Neither WCL nor the Investor has advised each other to enter into this Agreement or any Wakala Transaction entered into or to be entered into under this Agreement but that the Investor has decided to enter into this Agreement and each such Wakala Transaction in reliance on their own expertise and / or after taking such third party advice as they saw or sees fit.
- 6.4 The above warranties shall be deemed to be repeated by:
- 6.4.1 WCL each time a WCL Offer is sent to the Investor; and
- 6.4.2 the Investor each time an Investor Acceptance is sent to WCL.

7 Liability and Indemnity of the agent

- 7.1 WCL shall not be liable to the Investor in contract or tort or otherwise for any direct or indirect financial or economic losses, costs, liabilities or expenses (including, without limitation, loss of profit, loss of savings or loss of goodwill) save for those directly arising as a result of WCL's gross negligence, wilful default or fraud. WCL shall not be liable in relation to any default, negligence or fraud of any person, firm or company with whom Wakala Transactions are effected for the account of the Investor. WCL's maximum liability under this Agreement shall be limited to the Investment Amounts paid by the Investor to WCL pursuant to this Agreement outstanding at that time .
- 7.2 WCL shall not be liable for any failure of the Investor to duly and punctually perform any of its respective duties or obligations under this Agreement.

8 Payment

- 8.1 All sums payable by WCL or the Investor under this Agreement and under each Wakala Transaction shall be made in full, without any set-off, withholding counterclaim or deduction whatsoever and shall be free of tax or other deductions whatsoever, unless any such deduction shall be compelled by law.
- 8.2 If the payment due from WCL falls on a day that is not a Business Day the payment shall be made on the next following Business Day.

9 Termination

- 9.1 This Agreement shall be operative until either (a) either Party has given at least 90 Business Days notice of termination in writing to the other Party whereupon this Agreement shall terminate at the end of such period of notice; or (b) immediately upon written notice by a Party to the other Party where such latter Party is in material breach of the terms of this Agreement.
- 9.2 Notwithstanding the termination of this Agreement pursuant to Clause 9.1, the Parties shall remain obligated in respect of Wakala Transactions that have been proposed and accepted and which are outstanding at the date of the written notice of termination.
- 9.3 On receipt of notice of termination by either Party pursuant to Clause 9.1, the Parties shall not enter into any new Wakala Transaction.
- 9.4 The right to terminate this Agreement given by this Clause 9.1 shall not prejudice or affect any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

10 Acceleration

- 10.1 The Investment Amount shall immediately become payable together with all unpaid Actual Profit (less any Quarterly Anticipated Profit payments already received by the Investor) on the happening of any one or more of the following events:
- 10.1.1 if an order is made or an effective resolution is passed for winding up of WCL;
 - 10.1.2 if any distress or execution is levied or enforced upon or against any of the assets of WCL and is not paid out or discharged within 14 days;
 - 10.1.3 if an encumbrancer takes possession or a receiver is appointed of the assets of WCL;
 - 10.1.4 if WCL is unable to pay its debts within the meaning of the Insolvency Act 1986 Section 123 or goes into insolvency or liquidation within the meaning of Section 247(2) of that Act or stops payment or ceases or threatens to cease to carry on its business;
 - 10.1.5 if the security created by any mortgage or charge executed by WCL shall become enforceable and the holder shall take any steps to enforce it;
 - 10.1.6 if default shall be made by WCL in the performance of any covenant condition or obligation (other than the covenant to pay under clause 5.4 and 5.5) binding on WCL under this Agreement.

11 Confidentiality

The contents of this Agreement and the Wakala Transactions contemplated by this Agreement shall be kept confidential by the Parties for the duration of this Agreement and after it shall terminate save to the extent that any such matter shall become a matter of public knowledge other than through the fault of the Parties to this Agreement and save as required by an order of a court of competent jurisdiction or a competent administrative authority in a Relevant Jurisdiction.

12 Assignment

- 12.1 This Agreement is personal to the Investor and the Investor may not assign or transfer its rights, benefits or obligations under this Agreement or under any Wakala Transaction.
- 12.2 WCL may assign or transfer its rights, benefits or obligations under this Agreement or under any Wakala Transaction.

13 Entire Agreement

This Agreement and the documents to be entered into pursuant to the Agreement, including any WCL Offer and Investor Acceptance, constitute the entire agreement and understanding between

the Parties in relation to the subject matter hereof and the terms of this Agreement and such documents may not be rectified by reference to evidence of any prior oral agreement.

14 Communications

- 14.1 The Investor hereby acknowledges that it is fully aware of the risk associated with communications via telephone or email transmission. In relation to any communication received by the Wakil via telephone or email transmission and in or purported to be in the Investor's name, the Investor hereby irrevocably:
- 14.1.1 authorises WCL to accept, rely and act upon such communication without further enquiry as to the authority or identity of the person sending such communication;
- 14.1.2 indemnifies WCL against all actual losses, claims, actions, proceedings, damages, costs and expenses incurred or sustained by WCL as a result of WCL accepting, relying and acting upon such communication; and
- 14.1.3 acknowledges that WCL shall have no liability for accepting, relying or acting upon such communication and shall have no liability in the event any email transmission is not received, or is mutilated, illegible, interrupted, duplicated, incomplete, unauthorised or delayed for any reason.

15 Notices

- 15.1 Any notice or other communication given to a party under or in connection with, this Agreement shall be:
- (a) in writing;
 - (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by email; and
 - (c) sent to:
 - (i) WCL at its registered office or at its designated email address (which WCL shall notify to the Investor if the same shall be amended) at annmarieb@wclate.com.
 - (ii) The Investor at the address specified at the start of this Agreement in the definition of 'Parties' or at its designated email address (which the Investor shall notify to WCL if the same shall be amended) at 5 Gelliwastad Road, Pontypridd, RCT, CF37 2BP.

or to any other address as is notified in writing by one party to the other from time to time.

- 15.2 Any notice or other communication that WCL gives to the Investor under or in connection with, this Agreement shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (c) if by e-mail, when received in legible form.

A notice or other communication given as described in clause 15.2 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

15.3 Any notice or other communication given to WCL shall be deemed to have been received only on actual receipt.

15.4 Where the Investor is two or more persons then any one person can sign any notices or communications on behalf of all of them.

16 Unenforceability

The illegality, invalidity, or unenforceability of any provision of this Agreement under the laws of any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement or the other agreement and/or documents to be entered into pursuant to this Agreement.

17 Amendments

This Agreement shall not be capable of amendment or variation without the prior written agreement of all the Parties to be signed by a duly authorised representative of each Party.

18 Counterparts

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Agreement.

19 Third Party Rights

No term of this Agreement is enforceable under the Contract (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

20 Governing Law and Jurisdiction

20.1 This Agreement and each Wakala Transaction shall be governed by and construed, interpreted and applied in accordance with the law of England and Wales.

- 20.2 The Parties irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and each Wakala Transaction. The Parties hereby irrevocably submit to the jurisdiction of such courts and waive any objection on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum provided that this clause shall be without prejudice to the right to bring proceedings in any other jurisdiction for the purpose of enforcement or execution of any judgement or other settlement in any other courts.
- 20.3 The Parties to this Agreement recognise and agree that the principle of the payment of interest is prohibited under Shariah and accordingly, to the extent that any legal system would (but for the provisions of this clause) impose (whether by contract or by statute) any obligation to pay interest, the Parties hereby irrevocably and unconditionally expressly waive and reject any entitlement to recover interest from each other.

IN WITNESS WHEREOF, the Parties or their respective duly authorised representatives have caused this Agreement to be duly executed as of the date first above written.

SCHEDULE 1

Form of WCL Offer

WCL OFFER

Date: 4th March 2025

To: **Mr Paul Michael Kilmister & Mrs Christine Anne Kilmister** ("Investor")

From: **Woodville Consultants Limited** ("WCL" or "Wakil")

Master Wakala Agreement dated 4th March 2025 between ourselves and yourselves (the "Master Agreement")

We refer to the Master Agreement (terms defined in which shall have the same meanings herein) and your instructions of today, in which you indicated your wish to place an amount with us for investment by us in Islamic transactions on your behalf:

- 1 Investment Amount : £50,000 (GBP)
- 2 Investment Date : 4th March 2025
- 3 Maturity Date : 4th March 2027
- 4 Quarter Dates : 4th March, 4th June, 4th September & 4th December
- 5 Wakil Fee : £200 payable on the Maturity Date
- 6 We will invest the Investment Amount in transactions expected to generate for you in aggregate an Anticipated Profit of £1,375 per Quarter Date £11,000 over the term. Any profit exceeding this will be retained by ourselves as an incentive.
- 7 In respect of the Investment Amount, please credit the amount to our following account:

Account Name: Woodville Consultants Ltd

IBAN No: GB25 HBUK 4012 7685 1507 29

Swift Code: HBUKGB4B

Bank: HSBC

Reference: Woodville [your name]

- 8 This offer is conditional upon receipt by us of the Investment Amount in cleared funds no later than the Investment Date.



Signed for and on behalf of **Woodville Consultants Limited**

SCHEDULE 2

Form of Investor Acceptance

INVESTOR ACCEPTANCE

Date: 4th March 2025

To: **Woodville Consultants Limited ("Wakil")**

From: Mr Paul Michael Kilmister & Mrs Christine Anne Kilmister ("Investor")

Master Wakala Agreement dated 4th March 2025 between ourselves and yourselves (the "Master Agreement")

1. I refer to the Master Agreement (terms defined in which shall have the same meanings herein) and to your WCL Offer dated 4th March 2025.

2. I accept your offer to enter into a Wakala Transaction and hereby enter into a Wakala Transaction with you under the terms of the Master Agreement and the above referenced WCL Offer.

3. Please transfer any Maturity Proceeds on the Maturity Date to the following Account:
Account name: Christine Anne Kilmister
Account number: 00576004
Sort code: 11-05-45
Bank: Halifax

Signed for and on behalf of

Mr Paul Michael Kilmister:

Mrs Christine Anne Kilmister:

SCHEDULE 3

Investment Transactions

Value of Claim

The average value of a claim is £1,000 - £5,000 depending on the claim type.

Targeting smaller value carries much less risk, and few other litigation funders can process these cases on the required scale. This provides extra diversification across WCL's capital.

Type of Claim

Claims that are eligible for funding will be one of the following types of claim:

i) Road Traffic Accident (RTA) claims

There are around 160,000 slight injuries, 30,000 serious injuries, and 30,000 fatalities caused by car accidents annually in the UK. Persons who are injured in such accidents would be denied access to justice if they did not have the benefit of resources such as ours to enable them to bring the defendant to court.

To bring a legal action in the UK is time consuming, costly and fraught with peril if the injured party cannot benefit from professional advice and representation.

The funding provided by WCL to the Law Firm is used to pay the costs of disbursements such as expert medical reports, court fees and expert barristers should they be required.

ii) Housing Disrepair (HDR) claims

If a person or family is a tenant, living in rented property which has fallen into disrepair, they may have a disrepair claim against their landlord.

Housing disrepair can include damp, mould, condensation, leaks, repointing of brickwork, missing or loose tiles, structural cracks, insect and vermin infestation, poor ventilation, boiler issues, no running or hot water or heating.

Law firms have seen cases where a member of the family can fall quite seriously ill due to these appalling living conditions.

The funding provided by WCL to the Law Firm is used to pay the costs of disbursements such as expert surveyor reports, court fees and expert barristers should they be required.

iii) Personal Contract Purchase (PCP) claims

Automobile companies have, for years, paid a commission to the salesperson/ car dealer when they arrange the sale, and in over 95% of cases the Financial Conduct Authority (FCA) found that they failed to tell the buyer of this commission. It is estimated more than 5 million drivers in the UK will be eligible to make a claim.

The funding provided by WCL to the Law Firm is used to pay the costs of disbursements such as expert accountants reports, court fees and expert barristers should they be required.

iv) Water Rebate Claims (WRC) claims

Surface Water Drainage – the right to make these types of claims arises where the main element of the reclaim will be the repayment of the surface water charge Eg. Residential housing estates or individual properties where surface water is identified as being discharged other than to a publicly owned sewer asset. Claimants can be residential or commercial.

The funding provided by WCL to the Law Firm is used to pay the costs of disbursements such as expert surveyor reports, court fees and expert barristers should they be required.

SCHEDULE 4

Worked examples for clause 5.5

Worked Example of 5.5.2

Key terms

- i. The Investment Amount is £10,000.00.
- ii. The Anticipated Profit is £1,400.00.
- iii. The Wakil Fee is £200.
- iv. The Maturity Date is 12 months from the Investment Date.

Quarterly Profit Payments

- v. On the first Quarter Date £350 is paid to the Investor by WCL.
- vi. On the second Quarter Date £350 is paid to the Investor by WCL.
- vii. On the third Quarter Date £350 is paid to the Investor by WCL.

Maturity Date

- viii. The Actual Profit returned by the Law Firm is £1,600.00.
- ix. The amount repaid to WCL will be £10,150.00 comprising the Investment Amount (£10,000), plus the Anticipated Profit (£1,400), less the amount of Anticipated Profit already paid to the Investor on the Quarter Dates (£1,050.00), and less the Wakil Fee (£200).
- x. WCL retains any profit made in excess of the Anticipated Profit.

Worked Example of 5.5.3

Key terms

- i. The Investment Amount is £10,000.00.
- ii. The Anticipated Profit is £1,400.00.
- iii. The Wakil Fee is £200.
- iv. The Maturity Date is 12 months from the Investment Date.

Quarterly Profit Payments

- v. On the first Quarter Date £350 is paid to the Investor by WCL.
- vi. On the second Quarter Date £350 is paid to the Investor by WCL.
- vii. On the third Quarter Date £350 is paid to the Investor by WCL.

Maturity Date

- viii. The Actual Profit returned by the Law Firm is £1,000.00.
- ix. The Profit Shortfall is £400.00.
- x. The amount repaid to WCL will be £9,950.00 comprising the Investment Amount of £10,000.00, plus the Anticipated Profit (£1,400), less the £1,050.00 Anticipated Profit already paid to the Investor on the Quarter Dates, less the Profit Shortfall (£400.00). The Wakil Fee will be waived.

Worked Example of 5.5.4

Key terms

- i. The Investment Amount is £10,000.00.
- ii. The Anticipated Profit is £1,400.00.
- iii. The Wakil Fee is £200.
- iv. The Maturity Date is 12 months from the ` by WCL.

Maturity Date

- v. The money generated by WCL from the Investment Transaction is £5,000, so no Actual Profit has been made and the Investment Amount has not been recovered in full.
- vi. The amount repaid to the Investor will be £3,950.00 comprising the monies generated by WCL from the Investment Transaction (£5,000) less the £1,050.00 Anticipated Profit already paid to the Investor on the Quarter Dates. The Wakil Fee will be waived.

To note: if the money generated by WCL from the Investment Transaction was less than the £1,050.00 Anticipated Profit already paid to the Investor on the Quarter Dates such that the result of the calculation in viii above is less than zero, no monies are due from the Investor to WCL and no monies will be owed by WCL to the Investor. The Wakil Fee will be waived.

Worked example of an acceleration event (clause 10)

Key terms

- i. The Investment Amount is £10,000.00.
- ii. The Anticipated Profit is £1,400.00.
- iii. The Wakil Fee is £200.
- iv. The Maturity Date is 12 months from the Investment Date.

Quarterly Profit Payments

- vii. On the first Quarter Date £350 is paid to the Investor by WCL.
- viii. On the second Quarter Date £350 is paid to the Investor by WCL.

Acceleration event

- v. An Acceleration event occurs pursuant to clause 10 before the third Quarter Date.
- vi. WCL will pay to the Investor the Investment Amount of £10,000.00, plus any unpaid Actual Profit WCL may have received on the Investor's behalf, less the £700.00 Anticipated Profit already paid to the Investor on the Quarter Dates.

Signatures

The Investor

[Executed by Mr Paul Michael Kilmister

.....]

[Executed by Mrs Christine Anne Kilmister

.....]

The Wakil

For and on behalf of
Woodville Consultants Limited



Authorised signatory

Name **Peter Legge**

Title **Director**