

I,

Of

confirm that I have read and understood the leaflet "The borrower's guide to funding with

Level" which is attached, and I have raised any queries with my lawyer that I may have and that I have or will take independent legal advice upon the proposed loan with Level.

In proceeding with the litigation funding application with Level and in order for Mogers Drewett LLP to deal with my application and comply with Level's terms and conditions, I hereby provide Mogers Drewett LLP with my irrevocable instructions and consent to the following:

- to the submission of the application form to Level containing information about you and your instructions.
- to a credit check being carried out if it is a condition of the application.
- to instruct us to at all times comply with Level's terms and conditions.
- that we may inform Level if we consider that you meet the legal definition of being "vulnerable".
- that in order for Level to proceed with a loan, we must confirm that we reasonably believe, exercising reasonable care and skill and based upon our professional assessment of the case that (i) there is a high probability of a successful recovery of sums that will be sufficient to allow the loan to be repaid, and (ii) there will be a quick and straightforward method of repayment available to them once the proceedings have concluded.
- we will provide to Level all information necessary and relevant to the loan application on their application form and in response to further enquiries they may make about the application, including the merits of the case, your estimated recovery, and your financial situation and the overall assets that you hold.
- we will as soon as possible inform Level where we become aware that any such information is incorrect or is misleading and that we must inform Level as soon as possible should your permission to do so be revoked.
- that repayment of the litigation loan with Level is to be provided for within the terms of any court order made in respect of your legal Proceedings
- to any monies held by us only being used to satisfy invoices for our agreed and properly incurred Fees and monies on account and that we will notify Level as soon as possible should this permission be withdrawn.



Client Funding Agreement

- to (i) us receiving proceeds on your behalf and (ii) to us making the payments we are required to make to Level to repay any Monies held by us or to repay any sums owing to Level by you as required by Level's terms and conditions and to our making such payments to Level, as the first priority creditor.
- to our providing written updates (including relevant documentation) on your proceedings and as reasonably requested by Level from time to time (including prior to each drawdown), and to us keeping Level informed of any facts or matters about the proceedings which are or would be likely to be relevant to Level as your lender with regard to your ability or intention to repay its loan, including without limitation where you:
- have instructed us not to make payments as required by Level's terms or any Assignment to Level, or to apply the proceeds in a conflicting manner, or attempt to revoke your irrevocable instruction for us to receiving monies from the proceedings.
- fail to provide instructions in a timely manner.
- threaten or cease to instruct us in the proceedings or we reasonably believe that you intend to do so or where we intend to cease acting for you in the proceedings for whatever reason.
- dispute an invoice or refuse your consent for us to discharge Fees from Monies we hold on account.
- reconcile with the other party or where we reasonably believe that you intend to do so.
- you instruct us to withdraw from the proceedings or we reasonably believe you intend to do so; or
- you provide instructions to us in a manner which is detrimental to the proceedings, or you fail to follow advice given by us and we believe this may have an adverse effect on your ability to repay any sums due to Level.
- You instruct us to serve notice of any assignment to Level on the other party and/or their solicitors, and also on any other firm of solicitors who we are aware are instructed by you in respect of the proceedings or the sale of any of your assets, and to provide confirmation to Level of such service.
- You agree that we may disclose any such information as is necessary for the operation of Level's business (including the grant of a loan to you) to any associated or related company or partnership of Level, any of its investors or potential investors, insurers or potential insurers, purchaser or potential purchaser of Level or potential or actual assignee, transferee, or purchaser of a loan or loans, and each or their officers, directors, employees, partners and advisers.

Signed

Dated