

[Company Logo]
[Company Address]
[Company Email]
[Company Fax]
[Company Phone]
[Company Text Number]

[Date]

[Customer Name]¹

[Customer Address]²

Congratulations [Customer Name]³!

Advantage Plaintiff is ready to FUND YOUR CASE in the amount of [\$Fund Amount]

YOU OWE NOTHING IF YOU LOSE YOUR CASE!

Please digitally sign the documents included in this package to get the case funded. We also need your attorney to sign an acknowledgment. We have already provided your attorney these documents. Once we receive signed documents, we can RUSH your funding and get you the money you need. Most customers can get their money in less than 24 hours!

Thank you for selecting Advantage Plaintiff. If you have any questions, please do not hesitate to contact me at [Company Phone] or scott@advantageplaintiff.com. You can also text message me at [Company Text Number].

Best,

Scott Jacobson
Account Executive

¹ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

² From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

³ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

[Company Logo]
[Company Address]
[Company Fax]
[Company Phone]

OFFER TO PURCHASE

Today's Date: []⁴

Customer: [Customer Name]⁵

PURCHASE PRICE: [\$ Purchase Price]⁶

Payment to [Company]			Company's Portion of Claim
Date 1	to	Date 2	[\$Claim1]
Date 2	to	Date 3	[\$Claim2]
Date 3	to	Date 4	[\$Claim3]
Date 4	to	Date 5	[\$Claim4]
Date 5	to	Date 6	[\$Claim5]
Date 6	to	Date 7	[\$Claim6]
Date 7	to	Date 8	[\$Claim7]
Date 8	to	Date 9	[\$Claim8]
Date 9	to	Date 10	[\$Claim9]
Date 10	to	Thereafter	[\$Claim10]

Fees

Underwriting	\$100.00
FedEx Overnight or Wire Cost	\$30.00
USPS First Class Mail	Free

PURCHASE PRICE: [\$Purchase Price]

(LESS) ONE TIME UNDERWRITING FEE: \$100.00

(LESS) FedEx Overnight Delivery or Wire Cost: \$30.00

TOTAL TO [CUSTOMER NAME]: [\$TotalTo]

QUESTIONS? CALL US AT (800) XXX-XXXX (EXTENSION X)

[Customer Signature]⁷
[Customer Name]⁸

[Date]

⁴ Add generation date automatically

⁵ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

⁶ Wizard (on company end) used to populate this data after underwriting

⁷ Add signature functionality

⁸ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

Transaction ID: [Transaction Id]

Customer: [Customer Name]

[page]

Seller: [Customer Name]⁹
Purchaser: Advantage Plaintiff
Date: [Date]

PAYMENT INSTRUCTIONS

Let us know how you want to be paid! Click to select option and provide the applicable information.

☐ **USPS First-Class Mail**

Advantage Plaintiff will send your check via USPS mail at no cost to you.

- ☐ Street Address¹⁰
- ☐ Apartment #¹¹
- ☐ City¹²
- ☐ State¹³
- ☐ Zip¹⁴

☐ **Direct Deposit via Wire Transfer to Your Bank**

Funds are directly wired to a bank account with your name. Advantage Plaintiff is not responsible for any fees or holds placed on funds by the receiving bank. \$30.00 is deducted from the purchase price for this option – no upfront cash payment is required.

- ☐ Name of Bank
- ☐ Bank City and State
- ☐ Routing Number
- ☐ Account Number
- ☐ Bank Phone Number
- ☐ Name on Bank Account (the account must be in your name)

☐ **FedEx Overnight**

Check sent to [Customer Name]¹⁵ overnight by FedEx. Overnight service does not include weekend or holidays. \$30.00 is deducted from the purchase price for this option – no upfront cash payment is required.

- ☐ Street Address
- ☐ Apartment #
- ☐ City
- ☐ State
- ☐ Zip

I, [Customer Name]¹⁶ agree that (a) the above information is true and correct; and (b) that Advantage Plaintiff is not responsible for errors or omissions that cause delays or non-receipt of funds.

[Customer Signature]¹⁷
[Customer Name]¹⁹

[Date]¹⁸

⁹ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

¹⁰ Used later in Transaction Documents

¹¹ Used later in Transaction Documents

¹² Used later in Transaction Documents

¹³ Used later in Transaction Documents

¹⁴ Used later in Transaction Documents

¹⁵ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

¹⁶ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

¹⁷ Add signature functionality

¹⁸ Add date of customer execution

¹⁹ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

Transaction ID: [Transaction Id] Customer: [Customer Name]

[page]

CREDIT AND INFORMATION RELEASE

This Information Release is between [Customer Name]²⁰ and Advantage Plaintiff (the “Company”) and authorizes Advantage Plaintiff to obtain information relating to a claim held by [Customer Name]²¹ for which they seek to finance (the “Claim”) in addition to other information detailed herein.

1. Release of Credit and Financial Information. [Customer Name]²² authorizes Advantage Plaintiff to obtain a credit report or other financial or credit or legal information regarding [Customer Name]²³ from any credit reporting agency, information service bureau, institution, attorney or insurance company. This information includes but is not limited to credit reports, financial, credit or legal information, information concerning liens and judgments and other information requested regarding the Claim. This authorization continues until Company has been paid in full.

2. Fair Credit Reporting Act. [Customer Name]²⁴ agrees that this authorization is valid for purposes of verifying information given pursuant to business negotiations or other lawful purposes pursuant to the Fair Credit Reporting Act. Advantage Plaintiff shall provide to [Customer Name]²⁵ the name and address of the credit reporting agency, if any, that provided any credit report to Advantage Plaintiff upon written request as set forth in the Purchase Agreement.

3. Release of Claim Information. [Customer Name]²⁶ hereby releases to Advantage Plaintiff any and all information regarding the claim subject hereto including, without limitation all pleadings, discovery, contracts or other documents related to the Claim and not protected by the attorney client privilege or constituting work product of the attorney.

4. Certification of Information. [Customer Name]²⁷ agrees that the information provided on this application is true and complete.

[Customer Name]²⁸

[Customer Signature]²⁹
[Customer Name]³¹

[Date]³⁰

Address: ³²				
	Current Address	City	State	Zip
Telephone: ³³				
Social Security Number:				
Driver's License:	State:	Number:		
Date of Birth: ³⁴				

²⁰ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

²¹ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

²² From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

²³ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

²⁴ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

²⁵ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

²⁶ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

²⁷ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

²⁸ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

²⁹ Add signature functionality

³⁰ Add date of customer execution

³¹ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

³² From Payment Instructions

³³ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

³⁴ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

Transaction ID: [Transaction Id] Customer: [Customer Name]

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (the “Agreement”) is by and between [Customer Name]³⁵ (“Seller”) and Advantage Plaintiff (“Purchaser” or “Company”) and is dated as of Effective Date.

Transaction

1. Purchase and Sale. [Customer Name]³⁶ hereby sells and transfers the Purchased Injury Claim Asset to Purchaser for consideration in the amount of [\$Purchase Agreement Amount]³⁷ as detailed in the Offer to Purchase and subject to the terms and conditions of this Agreement.

2. Seller Not Responsible for Repayment. Company is not entitled to money or other property if [Customer Name]³⁸ does not recover Proceeds from the Claim and [Customer Name]³⁹ complies with the terms of this Agreement. In the event that Seller does not recover Proceeds of the Claim, Seller shall provide evidence to Company upon request.

3. RIGHT OF RECISSION. [Customer Name]⁴⁰ MAY CANCEL THIS AGREEMENT WITHIN FIVE (5) DAYS FROM THE DAY THAT SELLER RECEIVES THE PURCHASE PRICE BY EMAILING THE COMPANY WITH NOTICE AND MAILING NOTICE OF CANCELCATION, TOGETHER WITH (A) THE UNCASHED CHECK OR (B) MONEY ORDER IN THE FULL AMOUNT OF THE PURCHASE PRICE VIA PREPAID U.S. CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO COMPANY.

4. No Attorney-Client Relationship; No Right to Sue. Company is not a law firm. Company, its owners, partners, employees and agents are not [Customer Name]⁴¹'s attorney. No attorney-client relationship is formed pursuant to this Agreement. Seller acknowledges and agrees that the Company, its owners, employees and agents have not and shall not render legal services. Company has no obligation, is not entitled to and shall not litigate or direct litigation with respect to the Claim.

5. Sale of Asset. The conveyance of the Purchased Injury Claim Asset in this Agreement is a purchase of an asset. The asset is carried on the books and records of the Company as an asset. Seller agrees that Purchased Injury Claim Asset is an asset of the Company.

6. Risk of Loss & Expense. The parties acknowledge that the Purchased Injury Claim Asset is a highly speculative asset and thus a high-risk investment. If Seller does not prevail on the Claim, the Purchased Injury Claim Asset is worthless and the Company will lose the entirety of their investment. Further, the parties acknowledge that the value of the Claim is unknown and no party knows when the Proceeds of the Claim will be distributable. As such, [Customer Name]⁴² hereby acknowledges that the pricing set forth on the Offer to Purchase is negotiated to accommodate for the substantial risk assumed by Company. [Customer Name]⁴³ also acknowledges that there might be less expensive sources to access financing including but not limited to family, friends, credit cards, home equity loans, title loans, payday loans, pawnshop loans and similar.

7. Lien and Security Interest Granted. Seller grants the Company a security interest in the Claim to secure the Purchased Injury Claim Asset. The Parties agree that it is perfected upon attachment which occurs at tender of the Purchase Price to Seller. Company may file financing statements and associated amendments to secure Company's rights hereunder.

³⁵ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

³⁶ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

³⁷ Wizard (on company end) used to populate this data after underwriting

³⁸ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

³⁹ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

⁴⁰ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

⁴¹ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

⁴² From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

⁴³ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

Transaction ID: [Transaction Id] Customer: [Customer Name]

[page]

8. Deemed Received. Seller is solely responsible for providing accurate delivery and/or account information and Company assumes no risk for inaccurate information provided by Seller (or their Attorney) to Company. If the Purchase Price was tendered via hand delivery to Seller (or their Attorney) or transmitted via wire using account information provided by Seller, the Purchase Price is deemed to be received as of the date of such tender or transmission, as applicable. If the Purchase Price is delivered by overnight delivery service, the Purchase Price is received as of the date delivered as determined by the applicable overnight delivery service. If the Purchase Price was tendered by U.S. mail and not actually received by Seller or designated agent, Seller shall have one (1) week from deposit in the U.S. mail to provide notice to Company of such non-receipt and such Seller shall be deemed to have received the Purchase Price if Seller fails to provide notice.

9. Settlement. The Company's Portion of Proceeds shall be paid to Company within two (2) weeks following the receipt of such Claim Proceeds by Attorney(s). The Company's Portion of the Claim is subordinate only to attorney's fees, case costs, medial liens and statutory liens taking priority over the Company's Portion. [CUSTOMER NAME]⁴⁴ ACKNOWLEDGES THAT THERE MIGHT BE INSUFFICIENT PROCEEDS FOLLOWING SATISFACTION OF THE COMPANY'S PORTION FOR SELLER TO OBTAIN A PORTION OF THE PROCEEDS. If the Attorney(s) mistakenly disperse Company's Portion to Seller then Seller shall hold Company's Portion of the Proceeds in trust. In the event of a dispute over the amount owed to Company, Seller hereby instructs Attorney(s) to hold disputed amounts in trust. [In the event that a trust is required to be created by this Section X, Seller expressly agrees to the creation of such trust with Company as beneficiary with either Seller or Attorney(s) as grantors and trustees, as applicable].

Seller Representations

10. Money for Personal Use. Seller represents and warrants that Purchase Price amounts received by [Customer Name]⁴⁵ are for [Customer Name]⁴⁶'s personal use and that no portion of such proceeds shall be used to fund the prosecution of the Claim.

11. Existing Claim and Title. Seller represents that Seller is the owner of the Claim and has full right, title and interest to the Claim and authority to convey the Purchased Injury Claim Asset to Purchaser. Seller represents that the Claim existed prior to this Agreement.

12. Attorney. The attorney retained by [Customer Name]⁴⁷ for the claim is [Name of Attorney/Firm]⁴⁸ ("Attorney" or "Attorney(s)"). If Seller obtains different counsel for the Claim, Seller agrees to provide the different counsel with copies of this Agreement and the Acknowledgement of Purchase. Seller hereby directs Attorney(s) to provide Company with notice no later than 5 days after Proceeds are obtained from the Claim. Seller hereby directs Attorney(s) to provide non-privileged information, both written and verbal, to Company upon request including but not limited to pleadings, notices, order, motions, briefs and deposition transcripts.

13. Information Correct. Seller agrees that all information and documents provided by Seller to Company are true and correct in all material respects and that Seller has provided Purchaser with all material facts and circumstances regarding the Claim or impacting the value of the Purchased Injury Claim Asset. All information provided by Seller is hereby incorporated by reference and made part of this Agreement.

14. Seller's Private Information. Seller agrees that Company has the ability to disclose information and documents provided by Seller to Company to third parties and in furtherance of this Agreement or in compliance with applicable law. Company agrees to limit further disclosure of Seller information as contained in the Advantage Plaintiff Privacy Policy, provided to Seller. Seller releases Company for releases of information permitted by this Agreement.

⁴⁴ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

⁴⁵ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

⁴⁶ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

⁴⁷ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

⁴⁸ From Law Firm Funding Request

Miscellaneous

15. Transfers and Liens. Seller agrees that it shall not assign, sell, transfer, pledge or grant a Lien (with the exception of medical treatment related to the Claim), encumber, abandon or otherwise dispose of the Claim or Proceeds thereof without the written consent of Company or as otherwise provided herein. If the Claim, any part thereof or Proceeds thereof is transferred in violation of this Section 15, the Company's Portion shall be due immediately. Seller represents that the Liens and other transactions set forth on Attachment B are true and complete in all material respects. Company's rights and obligations may be assigned, sold or pledged without the consent of Seller.

16. Transfers by Operation of Law. If Seller becomes party to any bankruptcy, insolvency or similar proceeding, Seller shall cause the Purchased Injury Claim Asset to be described as an asset in all court and administrative proceedings. Seller represents and warrants that the purchase of the Purchased Injury Claim Asset is not a debt. In the event that Seller dies and the Claim or any part thereof is transferred by intestacy or devise, this Agreement shall survive and be binding on Seller's executors, personal representatives, heirs, devisees and similar.

17. Breach. In the event that Seller breaches any term of this Agreement, Company is entitled to all remedies allowed by law and equity. Seller agrees that, in such event, Company shall be entitled to reasonable attorneys' fees and costs in connection with breach by Seller of this Agreement. Seller understands that Company retains the right to employ a collection agency to collect unpaid amounts due hereunder.

18. Arbitration. THIS AGREEMENT CONTAINS A WAIVER OF A JURY TRIAL AND OTHER LIMITATIONS ON DISPUTE RESOLUTION. THIS AGREEMENT CONTAINS A PROVISION FOR MANDATORY ARBITRATION. THESE AGREEMENTS ARE CONTAINED IN THE ALTERNATIVE DISPUTE RESOLUTION ADDENDUM ATTACHED HERETO. THE ALTERNATIVE DISPUTE RESOLUTION ADDENDUM IS PART OF THIS AGREEMENT. IN THE EVENT THAT SELLERS OPTS OUT OF ARBITRATION, SELLER AGREES TO WAIVE A RIGHT TO A JURY TRIAL AND FURTHER AGREES TO SOLE AND EXCLUSIVE VENUE IN THE COURTS OF HARRIS COUNTY, TEXAS. THIS AGREEMENT IS DEEMED EXECUTED IN HARRIS COUNTY, TEXAS.

19. Notices. Notices required to be provided pursuant to this Agreement shall be made in writing and delivered by (a) prepaid U.S. certified mail, return receipt requested or (b) FedEx, UPS or DHL overnight delivery service. If Company is unable to locate Seller at the below listed address, then Seller hereby designates Attorney(s) as agents and purchaser may give notice electronically.

To Company: [Company Address, Email to Company]

To Seller: [Address of Seller, Email of Seller, Phone of Seller]⁴⁹

20. Survival. The representations, warranties and agreements in this Agreement survive the termination of this Agreement.

21. Waiver. The failure by any Party to insist upon the strict performance of any portion of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall not constitute waiver of any such breach or any other covenant, duty, agreement or condition.

22. Counterparts. This Agreement may be executed in counterparts with the same effect as if all of the Parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

⁴⁹ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

23. Parties Bound; No Third-Party Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon all of the parties and their respective heirs, and permitted successors and assigns. No provision of this Agreement is intended to, or shall be construed to, grant or confer any right to enforce this Agreement or any remedy for breach of this Agreement to or upon any Person other than the parties hereto.

24. Applicable Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with [Federal laws and the laws of the state of your residence].

25. Severability. If any provision of this Agreement or the application thereof to any Party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

26. Exculpation. SELLER AGREES THAT THEY HAVE A DUTY TO READ THIS AGREEMENT AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS AGREEMENT. SELLER AGREES THAT IT HAS IN FACT READ THIS AGREEMENT AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT. COMPANY RECOMMENDS THAT SELLER OBTAIN THE ADVICE OF AN ATTORNEY PRIOR TO EXECUTION. SELLER REPRESENTS THAT THEY HAVE OR HAD THE OPTION AND KNOWINGLY DECLINED BEING REPRESENTED BY AN ATTORNEY OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING THE EXECUTION OF THIS AGREEMENT.

27. Construction. The ordinary rules of contract construction shall apply, however, in no event shall anything be held to be constructed against the drafter of this Agreement and any governing body, legal tribunal or arbitrator shall consider this Agreement as if it were drafted by each of the Members in equal non-apportioned parts.

28. Integration. THIS AGREEMENT AND THE OTHER DOCUMENTS EXECUTED BY ANY OF THE PARTIES REGARDING THE PURCHASED INJURY CLAIM ASSET REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES HERETO AND THERETO AND MAY NOT BE CONTRAINDICATED BY EVIDENCE OF ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

29. Company Communications. Seller hereby expressly consents to be contacted by Company or its agents for all purposes arising from or relating to this Agreement under Seller's account at the telephone number(s), or physical or electronic address provided by Seller. Seller certifies, warrants and represents that the telephone numbers that they have provided are their contact numbers for which they are the subscriber ("Telephone Number(s)"). Seller represents that they are permitted to receive calls at each of the Telephone Number(s) and agrees to promptly alert Company whenever they stop using a particular Telephone Number(s). Seller expressly agrees that Company may contact them in any way, including SMS messages (including text messages), and call them at the Telephone Number(s), using prerecorded messages or artificial voice, as well as live operator calls delivered using automatic telephone dialing system. Automated and prerecorded or artificial voice messages may be played when the telephone is answered, whether by Seller or someone else. In the event that an agent or representative calls, he or she may also leave a message on Seller's answering machine or voice mail.

30. Definitions. Certain defined terms are set forth in the Purchase Agreement. Other defined terms are as follows:

(a) "Claim" shall mean those pending legal actions and/or filed lawsuits to obtain money, property or other forms of compensation as a result of injuries or other damages arising out of the personal injury claim subject to this transaction. [Seller has filed lawsuit [Insert Case Number] filed in [Type of Court] [County][State] to recover Proceeds from the Claim].^{50]}

⁵⁰ From Law Firm Funding Request if not in Customer Funding Request (or removed blank if no lawsuit is filed)

(b) “Company’s Portion” shall mean the sums payable to Company from Claim Proceeds on account of the Purchased Injury Claim Asset and in an amount set forth in the Offer to Purchase.

(c) “Effective Date” shall mean the date that the Parties have executed the transaction documents.

(d) “Liens” shall mean any interest in the Claim or its Proceeds securing an obligation or claim by a person or entity other than Seller whether such is based upon common law, statute or contract and whether such obligation is fixed or contingent.

(e) “Offer to Purchase” shall mean the document entitled Offer to Purchase and further reproduced on Attachment A and made part of this Agreement as if reproduced in its entirety and inserted herein.

(f) “Parties” shall mean Seller and Purchaser and “Party” shall mean either Seller or Purchaser.

(g) “Proceeds” shall mean property, including funds and all other property, acquired or derived directly or indirectly from, produced through, or realized on account of the Claim regardless of produced by judgment, settlement, arbitration or otherwise.

(h) “Purchase Price” shall mean the consideration for the Purchased Injury Claim Asset.

(i) “Purchased Injury Claim Asset” shall mean all rights and title to an interest in a portion of the Proceeds of the subject Claim and in an amount determined by date as specifically detailed in the Offer to Purchase.

(j) “Purchaser” shall mean Advantage Plaintiff d/b/a/ [DBA Name], [DBA Name] and/or [DBA Name]

I [Name of Seller] have read the entire Agreement, understand the terms and agreements therein, and agree to be bound by the terms in the Agreement.

[Customer Signature]⁵¹
[Customer Name]⁵³

[Date]⁵²

[Company Signature]⁵⁴
Advantage Plaintiff

[Date]⁵⁵

⁵¹ Add signature functionality

⁵² Add date of customer execution

⁵³ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

⁵⁴ Add signature functionality

⁵⁵ Add date of customer execution

Transaction ID: [Transaction Id]

Customer: [Customer Name]

[page]

REPLICA OF THE OFFER TO PURCHASE

IT JUST GETS REPRODUCED HERE

ATTACHMENT A

OFFER TO PURCHASE

Today's Date: [_____]
Customer: [Customer Name]

PURCHASE PRICE: [\$_____]

Payment to [Company]			Company's Portion of Claim
Date 1	to	Date 2	[\$]
Date 2	to	Date 3	[\$]
Date 3	to	Date 4	[\$]
Date 4	to	Date 5	[\$]
Date 5	to	Date 6	[\$]
Date 6	to	Date 7	[\$]
Date 7	to	Date 8	[\$]
Date 8	to	Date 9	[\$]
Date 9	to	Date 10	[\$]
Date 10	to	Thereafter	[\$]

Fees	
Underwriting	\$100.00
FedEx Overnight or Wire Cost	\$30.00
USPS First Class Mail	Free

PURCHASE PRICE: [\$_____]

(LESS) ONE TIME UNDERWRITING FEE: \$100.00

(LESS) FedEx Overnight Delivery or Wire Cost: \$30.00

TOTAL TO [CUSTOMER NAME]: [\$_____]

Transaction ID: [Transaction Id]

Customer: [Customer Name]

[page]

Transaction ID: [Transaction Id]

Customer: [*Customer Name*]
[page]

ATTACHMENT B

SCHEDULE OF LIENS

1. **Attorney's Fees.**⁵⁶

Amount of Attorney's Fees:

Before Trial: _____ %

After Trial: _____ %

2. **Medical Liens.**⁵⁷

Lienholder Name	Total Lien Amount (\$)

3. **Child Support Liens.**⁵⁸

Lienholder Name	Total Lien Amount (\$)

4. **Other Legal Fundings.**⁵⁹

Funder Name	Total Funding Amount (\$)

I **[Customer Name]** affirm that the above is true and correct in all material respects.

Customer Signature⁶⁰

[Date⁶¹

[Customer Name]⁶²

⁵⁶ From Law Firm Funding Request

⁵⁷ From Law Firm Funding Request

⁵⁸ From Law Firm Funding Request

⁵⁹ From Law Firm Funding Request

⁶⁰ Add signature functionality

⁶¹ Add date of customer execution

⁶² From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

ALTERNATIVE DISPUTE RESOLUTION ADDENDUM

REVIEW THIS DOCUMENT CAREFULLY AS IT AFFECTS HOW DISPUTES BETWEEN [NAME OF CUSTOMER] AND COMPANY WILL BE RESOLVED.

This ALTERNATIVE DISPUTE RESOLUTION ADDENDUM (the “ADR Agreement”) is by and between [Customer Name]⁶³ (“Seller”) and Advantage Plaintiff (“Purchaser” or “Company”) and is dated as of Effective Date. Unless otherwise defined herein, defined terms in the in the Purchase Agreement between [Customer Name]⁶⁴ and Advantage Plaintiff shall have those meanings given to them in the Purchase Agreement.

1. Applicability and Right to Opt-Out. This provision applies to Seller if Sellers enters into the Purchase Agreement and unless Seller has opted-out by following the steps set forth herein. Seller may opt-out of the agreement to arbitrate disputes but only if Company receives a written notice of opt-out within 30 days after the Effective Date of the Purchase Agreement. Seller must send the notice of opt-out to [Company Address; Attn: Legal]. The opt-out notice must include Seller’s name, address, phone number, and personal signature. Opting-out of arbitration will not affect any other rights or responsibilities under the Purchase Agreement. If Seller opts-out of arbitration, neither Party will be subject to this ADR Agreement.

2. Agreement to Arbitrate. In the event of any claim, counterclaim, cross-claim, complaint, cross-complaint, controversy, or dispute (“Dispute”) between Seller and Company arising in any way related to the Purchase Agreement, the Purchased Injury Claim Asset or the interactions between the Parties, either may choose to require the other to resolve the Dispute by binding arbitration on an individual basis instead of in court, provided, however, that the obligation to arbitrate shall not be binding upon any party with respect to (i) any suit to compel arbitration, stay proceeding pending arbitration or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator, (ii) requests for preliminary injunctions, temporary restraining orders, specific performance or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute, (iii) any claim related to actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights, or (iv) actions to collect payments not subject to a bona fide Dispute. Dispute includes claims related to any prior Purchase Agreements or applications therefor. It includes any and all subsequent Purchase Agreements between the Parties. It includes claims related to collections, privacy, and customer information. It includes claims related to the validity in general of this Purchase Agreement. Without limiting the generality of the foregoing, the term Dispute shall include any claim, controversy or dispute without regard to when it arose; whether it is based in contract, tort, statute, regulation, common law, or equity; or whether the remedy sought is legal or equitable, including claims for compensatory, monetary and/or punitive damages, restitution and/or disgorgement, or injunctions. Dispute also includes any claim, defense or dispute concerning the making, cancellation, existence, validity, enforceability, revocation or scope of the Purchase Agreement. Dispute shall also include any claim or controversy or dispute with respect to validity, rescission, revocation, enforceability, coverage or scope of this ADR Agreement. Dispute also includes any disagreement or controversy regarding whether Seller effectively opt-outs of this the agreement to arbitrate. You agree that this agreement to arbitrate may be enforced by Company or our affiliates, subsidiaries, or parents, and each of their officers, directors, employees, and agents and any third-party co-defendant of a claim subject to this agreement to arbitrate.

3. No Jury Trial, No Consolidation, No Class Action. If the Parties require arbitration, neither party shall have the right to litigate a Dispute in court or to have a jury trial with respect to a Dispute. Instead, any Dispute will be determined by an arbitrator in accordance with the terms of this agreement to arbitrate. Also, discovery and appeal rights are limited in arbitration. Further, in arbitration, only your individual demands for damages, injunctive relief, restitution or disgorgement can be resolved in arbitration and neither Party may join or consolidate disputes in arbitration by or against other sellers or litigants, or litigate in court (whether individually or as part of class action), or arbitrate any disputes as a representative or member of a class or in a representative or private attorney general capacity. However, this arbitration agreement shall not be construed to prevent Seller from seeking in the arbitration the remedy of public injunctive relief.

4. Governing Law. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce. The Federal Arbitration Act (9 U.S.C. §§1-16) (the “FAA”) shall govern this arbitration agreement including without limitation, all issues relating to the making, cancellation, rescission, validity, revocation, enforceability, scope, or revocation of this agreement to arbitrate, and any issue of whether a particular claim or dispute is arbitrable or whether Seller effectively opted-out of this agreement to arbitrate. The FAA shall also govern any issue related to the confirmation of the arbitral award.

5. Administration of the Arbitration. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules (the “Rules”), as modified by this arbitration provision. A copy of the JAMS Streamlined Arbitration Rules can

⁶³ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

⁶⁴ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

be obtained from JAMS using information located at <https://www.jamsadr.com/>. The arbitrator shall be selected from the JAMS panel of neutrals then active on the roster maintained by the JAMS office located in or nearest to your address as set forth in this contract and the arbitrator shall be a retired federal judge, a retired state appellate judge, or a retired state trial judge in that order of preference. In the event that the parties do not agree on the identity of the arbitrator, JAMS shall appoint an arbitrator in accordance with the identified rules and the arbitrator qualifications set forth herein. If JAMS is completely unavailable, and the Parties cannot agree on a substitute, then either Party may request that a court appoint a substitute administrator.

6. Fees and Costs or Arbitration. Each party shall bear the expense of its own counsel, experts, witnesses and preparation and presentation of proofs. If Seller commences the arbitration, Seller will only be required to pay the first \$250.00 of any filing fee charged by JAMS. All other costs of the arbitration (including the arbitrator's fees) will be paid by Company. If Seller loses the arbitration, and applicable law allows Company to recover attorney's fees, the arbitrator will decide whether Seller must reimburse Company for such fees. If Seller wins the arbitration, and applicable law authorizes an award of costs and fees to the prevailing party, the arbitrator may decide that Seller is entitled to be reimbursed for Seller's reasonable attorneys' fees and costs (only if actually paid by Seller).

7. Arbitration Decisions and Appeals. A single arbitrator will be appointed. The arbitrator must: (1) follow the FAA including (without limitation) with respect to the issues governed by the FAA (identified above); (2) subject to the FAA, apply federal law including the FAA to any other issues related to the Dispute that would be governed by federal law in court; (3) subject to the FAA, apply the law of the state of Seller's residence set forth in this contract to any other issues related to the Dispute that would be governed by state law in court; (4) apply the JAMS Rules identified in this agreement to arbitrate to the extent not inconsistent with the FAA, other applicable law, or the terms of this arbitration agreement; (5) apply applicable statutes of limitations; (6) honor valid assertions of privilege under applicable law; (7) issue a written decision stating the reasons for the award; and (8) the arbitrator is authorized to grant any relief authorized by law, this ADR Agreement or the JAMS Rules. The arbitrator's decision will be final and, except as provided herein, for appeals, any court of competent jurisdiction may enter judgment upon the arbitral award issued by a single arbitrator pursuant to the FAA.

8. Survival of this Provision. This agreement to arbitrate provision shall survive the voluntary payment of the Company's Portion of the Claim or any part thereof.

9. Severability Provision Applicable to this Agreement to Arbitrate. If any portion of this arbitration agreement cannot be enforced, the unenforceable portion will be severed and the rest of this ADR Agreement will continue to apply, except that if a court or the arbitrator decides that a Dispute can be heard on a class or representative basis, and that decision is not reversed on appeal, then the agreement to arbitrate shall be void.

I [Customer Name]⁶⁵ have read the entire ADR Agreement, understand the terms and agreements therein, and agree to be bound by the terms in the Agreement.

[Customer Signature]⁶⁶
[Customer Name]⁶⁸

[Date]⁶⁷

[Company Signature]⁶⁹
Advantage Plaintiff

[Date]⁷⁰

⁶⁵ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

⁶⁶ Add signature functionality

⁶⁷ Add date of customer execution

⁶⁸ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

⁶⁹ Add signature functionality

⁷⁰ Add date of customer execution

ACKNOWLEDGEMENT OF PURCHASE

This Acknowledgement of Purchase (“Acknowledgement”) is executed by [Customer Name]⁷¹ and [Attorney Name]⁷² from [Law Firm Name]⁷³ and is dated as of the Effective Date. [Customer Name]⁷⁴ has conveyed an interest in their Claim to Advantage Plaintiff as set forth in the Purchase Agreement. Unless otherwise defined herein, defined terms in this Acknowledgment shall have those meanings given to them by the Parties in the Purchase Agreement.

1. Review of Documents. Attorney and Seller have received and reviewed or had the opportunity to review this Acknowledgment, the Purchase Agreement and other documents from Company to either Seller and/or Attorney. Seller is aware that Seller is conveying an interest in the Claim for the Purchase Price and Seller will be obligated to pay Company’s Portion from Proceeds of the Claim. Seller understands that the amount Company will receive following Claim monetization is substantially more than the Purchase Price. Attorney believes Seller is aware of the substance of this Section 1.

2. Irrevocable Instructions to Attorney. Seller, hereby irrevocably directs Attorney and any subsequent attorneys and their agents to tender to Advantage Plaintiff the Company’s Portion of the Claim Proceeds after payment of attorney’s fees, case costs, [filed/perfected] medial liens and statutory liens. If a check constituting Claim Proceeds is sent in the name of Seller, the Seller hereby irrevocably grant Attorney a power of attorney to endorse the check, deposit the check in Attorney’s trust account, and pay the Company the Company’s Portion. If a dispute arises over the Company’s Portion, Seller directs attorney not to release funds to Seller until the dispute is resolved. If a different attorney represents Seller, Seller instructs Attorney to send the different attorney the Purchase Agreement and to send Company contact information of the different attorney.

3. Attorney Acknowledgments.

(a) The information provided by Seller and Attorney for this transaction is the true and correct to Attorney’s best knowledge.

(b) The Company is relying upon Attorney to disperse funds, including those due to Company. The Company would not execute the Purchase Agreement unless the Attorney was charged with and actually dispersed claim proceeds.

(c) The Attorney’s fee is contingent and to the best of Attorney’s knowledge, the Purchase Price is not used to finance the prosecution of the Claim.

(d) No other cash fundings have been made on this Claim, to the best of Attorney’s knowledge. Attorney will give not give consent to further Claim financing without written consent of Company.

(e) Attorney anticipates Proceeds in name of Attorney. Attorney agrees to distribute Company’s Portion from Proceeds of the Claim to Company, subordinate only to attorney’s fees, case costs, [filed/perfected] medial liens and statutory liens.

(f) If a dispute arises over the amount owed to the Company from Claim Proceeds, Attorney agrees not to release funds to Seller until the dispute is resolved.

(g) The schedule of liens on Attachment A is true and correct to Attorney’s best knowledge. Attorney is not actually aware of any substantial unmet child support obligations not reflected on Attachment A.

⁷¹ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

⁷² From Law Firm Funding Request

⁷³ From Law Firm Funding Request

⁷⁴ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

(h) Attorney will reply to requests for case updates and other information regarding the Claim on a quarterly basis. The person(s) best equipped to respond to these quarterly requests for information at the firm is as follows:

Email for Case Updates: _____

(i) Attorney agrees not to contest or cause the contest of the transactions and agreements set forth in the Purchase Agreement.

(j) Attorney agrees that Company, its owners, agents and employees have not provided legal services to Customer and is not controlling the Claim or litigation thereof.

4. Counterparts. This Acknowledgement may be executed in counterparts, taken together shall constitute a duly executed Acknowledgment.

5. Applicable Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Texas without regard to its conflict of law rules.

[Customer Signature]⁷⁵
[Customer Name]⁷⁷

[Date]⁷⁶

[Attorney Signature]⁷⁸
[Attorney Name]⁸⁰

[Date]⁷⁹

⁷⁵ Add signature functionality

⁷⁶ Add signature functionality

⁷⁷ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)\

⁷⁸ Add signature functionality

⁷⁹ Add signature functionality

⁸⁰ From Law Firm Funding Request

REPLICA OF SCHEDULE OF LIENS

IT JUST GETS REPRODUCED HERE

ATTACHMENT A

SCHEDULE OF LIENS

1. Attorney’s Fees.

Amount of Attorney’s Fees:

Before Trial: _____%

After Trial: _____%

2. Medical Liens.

Lienholder Name	Total Lien Amount (\$)

3. Child Support Liens.

Lienholder Name	Total Lien Amount (\$)

4. Other Legal Fundings.

Funder Name	Total Funding Amount (\$)

[Company Logo]

NOTICE OF PURCHASE AND ASSIGNMENT

[Effective Date + Plus 30 Days]

[Attorney Name]⁸¹

[Attorney Address]⁸²

[Attorney Email]⁸³

Dear [Name of Attorney]⁸⁴,

Your client, [Customer Name]⁸⁵ has conveyed an interest in their personal injury claim to Advantage Plaintiff. A copy of the Purchase Agreement between [Customer Name]⁸⁶ and Advantage Plaintiff is attached.

YOU MAY NOT DISTRIBUTE PROCEEDS UNTIL ADVANTAGE PLAINTIFF'S PORTION OF THE CLAIM HAS BEEN FULLY PAID.

BELOW IS REPLICA OF OFFERE TO PURCHASE

Payment to [Company]			Company's Portion of Claim
Date 1	to	Date 2	[\$]
Date 2	to	Date 3	[\$]
Date 3	to	Date 4	[\$]
Date 4	to	Date 5	[\$]
Date 5	to	Date 6	[\$]
Date 6	to	Date 7	[\$]
Date 7	to	Date 8	[\$]
Date 8	to	Date 9	[\$]
Date 9	to	Date 10	[\$]
Date 10	to	Thereafter	[\$]

EMAIL [COMPANY EMAIL] OR CALL [COMPANY PHONE] FOR PAYOFF LETTERS

IF YOUR FIRM HAS AN ADVANTAGE PLAINTIFF PORTAL, YOU CAN RECEIVE
AUTOMATED PAYMENT INFORMATION THERE.

⁸¹ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

⁸² From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

⁸³ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

⁸⁴ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

⁸⁵ From Law Firm Funding Request \

⁸⁶ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

Transaction ID: [Transaction Id]

Customer: [Customer Name]

[page]

[Company Logo]

PRIVACY POLICY

Updated: [Date Finalized]

This Privacy Notice applies to your interaction with Advantage Plaintiff (also “we,” “us,” “our”). Your privacy and security of your information is important to us. Please read this document closely to understand how we treat and protect your information.

This Privacy Notice is effective as of [Date Finalized].

FACTS	WHAT DOES Advantage Plaintiff DO WITH YOUR PERSONAL INFORMATION?
Why?	Financials companies choose how they share your personal information. Federal law gives consumers the right limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect depends on the size of the transaction. This information can include medical information, credit history, social security number, bank account information and other information.
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons the Company choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Advantage Plaintiff share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	Yes
For our affiliates' everyday business purposes - information about your transactions and experiences	No	Yes
For our affiliates' everyday business purposes - information about your creditworthiness	No	Yes
For nonaffiliates to market to you	No	Yes

To limit our sharing	Email [privacy@company.com] Call [Company Privacy Phone Number] If you are a new customer, we can begin sharing your information 45 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions	Call [Company Privacy Phone Number]

Transaction ID: [Transaction Id]

Customer: [Customer Name]

[page]

Who we are	
Who is providing this notice?	[<i>Company Legal Name</i>]

What we do	
How does Advantage Plaintiff protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Advantage Plaintiff collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Provide us with contact and employment information • Provide us with your driver's license • Make or receive a wire transfer <p>We also collect information about you from others, such as credit bureaus and other companies.</p>
What can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes – information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account - unless you tell us otherwise.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Nonaffiliates with whom we share can include other financial services companies, money transfer services (including via digital transfer platforms), collection agencies, investment and insurance companies, mortgage and brokerage companies, retailers or marketing companies.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our joint marketing partners include other financial services companies, banks, lenders and insurance companies.

[Company Logo]

[Date of Generation]

[Customer Name]]⁸⁷

[Customer Address]]⁸⁸

[Customer Email]]⁸⁹

Dear [Customer Name],

You requested a payoff letter ("Payoff Letter") confirming the amounts due to Advantage Plaintiff ("Company") in connection with the following Transaction ID: [Transaction Number]⁹⁰. Below is the amount of Company's portion of claim proceeds. **This Payoff Letter is only effective for three (3) business days from the date above at which time a new payoff letter is required.**

BELOW IS REPLICA OF OFFER TO PURCHASE

Payment to Advantage Plaintiff			Company's Portion of Claim
Date 1	to	Date 2	[\$]
Date 2	to	Date 3	[\$]
Date 3	to	Date 4	[\$]
Date 4	to	Date 5	[\$]
Date 5	to	Date 6	[\$]
Date 6	to	Date 7	[\$]
Date 7	to	Date 8	[\$]
Date 8	to	Date 9	[\$]
Date 9	to	Date 10	[\$]
Date 10	to	Thereafter	[\$]

Payoff Amount

Purchase Date	[Effective Date] ⁹¹
Payoff Date	[Date of Generation] ⁹²
Due to Advantage Plaintiff	[Payoff Amount] ⁹³

Please remit all payments to:

Advantage Plaintiff

[Company Street]

[Company City, State, Zip]

Thank you for your business!

Questions? Call (800) XXX-XXXX (Extension X)

⁸⁷ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

⁸⁸ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

⁸⁹ From Customer Funding Request (or Law Firm Funding Request if not in Customer Funding Request)

⁹⁰ From Wizard

⁹¹ From date of AP signature in Purchase Agreement

⁹² Date requested for payoff

⁹³ Calculated based upon date

Transaction ID: [Transaction Id]

Customer: [Customer Name]

[page]