



ONE VOICE ACTION GROUP

ONE VOICE (Action Group)

Membership Agreement

THIS AGREEMENT dated is made by and between

- (1) **DISCOVERIES INTERNATIONAL LIMITED** a company registered in England and Wales under company registration number 1923485 and which has its registered office at 3 Roslin Road, Bournemouth, Dorset, BH3 7JA (“DIL”);
- (2) **ELIZABETH JEAN WATSON** of 3 Roslin Road, Bournemouth, Dorset BH3 7JA (“the Founder”); and
- (3) Those persons that apply to become members of “One Voice” action group and whose applications are accepted by The Founder, as such names are listed from time to time in the Schedule 1 to this Agreement.

WHEREAS

- (A) The parties to this Agreement, with the exception of DIL, each have claims against one or more of Gangar, White, or Dobb White and associates, their funders, bankers, insurers, foreign and local asset companies, their regulators, “business associates”, their agents, their “Team members” and others including without limitation the Bank of Scotland (“BoS”) (together, “the Defendants”) in connection with certain investment schemes (“the Schemes”) promoted or facilitated by one of more of the Defendants;
- (B) DIL and the Founder have developed significant knowledge of the techniques used by the Defendants in the operation of the Schemes; and have put together the necessary components to enable a Class Action to be launched against one or more of the Defendants; and are proposing to put together prospective funding, the prospective Legal Team, and can provide the ‘Special knowledge’ needed to take things forward.
- (C) To promote and further the common interests of the Members in assisting them to secure payment from the Defendants it will be advantageous to the parties to use the Information of DIL and The Founder in accordance with the terms of this Agreement

Now, therefore, it is hereby agreed as follows:

1. **Definitions**

- 1.1. “Administration Team” means DIL, the Founder and the Funder, the latter who is to be appointed by the Founder on behalf of One Voice at the earliest opportunity to provide finance for the litigation prior to the formation of the Committee.
- 1.2. “Advisors” means anyone who is appointed by One Voice to help with the running and administration of the Class and the Action, and includes the independent solicitors (not acting on the Case, but acting for the Class), forensic team, accountants, bookkeepers and managing agents.
- 1.3. “Committee” means the Committee of Members appointed pursuant to a General Meeting convened in accordance with the provisions of clause 3.3.
- 1.4. “The Proprietary Information” means the ‘special knowledge’ and all the ‘discovery material’ that is being used as a springboard to launch this Class Action arising from the Founder’s contemporaneous evidence and other documents, meetings, information and enquiries relating to the Case which has been researched and investigated by the Founder and DIL since November 2002, the ‘findings’ and evidence of which in turn, has given rise to this proposed Class Action, after making or lodging due reports and complaints to the Financial Ombudsman, the FSA, and others, and eventually seeking and ultimately securing, expert Legal Opinion which commenced by early 2005, and the key discoveries ‘peaked’ by end June 2007. The Founder is the author and owner of the intellectual property of all material it creates relating to “The Information” and the Schemes and/or the Defendants, irrespective of its form or substance and has registered her copyright to the Information with the UK Copyright Service (Registration “UkCcs” no: 283385).
- 1.5. “Legal Team” means the leading firm of solicitors, barristers and leading Counsel, who are appointed to act, and who agree to act, through reaching a credit agreement for the funding of the case with the Funder.
- 1.6. “The Funder” means the party who agrees to fund the Class Action on behalf of One Voice. The Funder is being introduced by ‘The Funder’s agent’, and the Funder’s agent or their associates agrees to organise the necessary insurances and to put these in place to cover adverse costs orders, on behalf of both the Funder and One Voice, arranged via the Legal Team; and the independent advisory solicitor (Discoveries International Limited) will oversee the setting up of these agreements. The identity and details of the Legal Team will be announced to One Voice members at the General Meeting, on the basis of strict cooperation with the Rules of Membership (that no direct contact will be made by any One Voice member to the Legal Team without prior invitation from the Legal Team, or from The Founder and/or by the agreement of the Committee), at the lawyers specific request, and for the purposes of efficient management and smooth running of the Class;

- 1.7. “Members” means the parties to this agreement save for DIL.
- 1.8. “Minimum Take Up” means at least 10, but preferably a core group of 25 members or more, who sign a certificate in the form attached as Schedule 3 of this Agreement and who are accepted as members of One Voice. This status has been well exceeded as at April 2008, so the 'minimum take up' is no longer an issue.
- 1.9. “Service Providers” means the solicitors, barristers, leading counsel, forensic team, investigators, accountants or other expert witnesses or professionals who are instructed by the Founder and/or the Committee on behalf of One Voice to advise on, and bring the claims referred to in Recital (A).
- 1.10. **Aims and objectives**
 - 2.1 The principal aim of One Voice is to form a mutually cooperative group of persons with commonality of complaint against any or all of the Defendants who will undertake individual and/or class action against the Defendants as advised by the legal team. Such action will seek legal recourse, financial restitution and compensation / damages against any or all of the defendants from the Courts having jurisdiction to hear the cases of the Members.
 - 2.2 To assist each member of One Voice to exercise their legal right to recourse, financial restitution and compensation and/or damages.
 - 2.3 To work together as a group to make additional evidential discoveries and provide the advisors with whatever information they may require from time to time.
 - 2.4 By signing this agreement, to provide consent and to therefore authorize, the Receivers (Baker Tilly or Durette Bradshaw or Price Waterhouse Coopers) to share information with the Service providers and Administration Team, on any claims previously lodged by the Members. This will save time and costs.
 - 2.5 To use best efforts to adhere to the tenets set out in the “Mission Statement” for ‘One Voice’, as a standard of unity and harmony to aim for at all times.

3. **Formation**

- 3.1. By this Agreement the parties form a group to be known as One Voice as an unincorporated body of people to act for the mutual benefit of the Members with the specific purpose of representing the common good of all Members in one or more cases against the Defendants, including without limitation representing the interests of the Members who have claims against all or any of the Defendants or any of their associates.

- 3.2. The Founder shall use her best efforts to obtain legal funding in order to offer assistance to One Voice members on a conditional fee basis that will include the plan to source, identify, interview and instruct solicitors, barristers, leading Counsel, accountants, forensic specialists, investigators, experts, PR, and other advisers including without limitation insolvency practitioners, that The Founder and Legal Team considers are necessary or desirable for the purposes of seeking to help the group.
- 3.3. Within 60 days of the signing of this agreement, The Founder will convene a General Meeting of the Members on 14 days notice in writing, notified by email and with full details provided via an accessible link through the One Voice website Members' Area. The purpose of this meeting will be to appoint a committee of members which shall consist of the Founder (being a permanent member) and four other appointed members. Those appointed members shall serve on the committee for one year at which time they shall be re-elected if the members so determine at subsequent General Meetings.

4. **Term**

The Agreement shall be in force from the date that the Minimum Take Up is achieved (April 2008) and shall continue until terminated as provided for herein.

5. **Members and Membership**

- 5.1 Only members of the public who can demonstrate to the satisfaction of the Committee and the Legal Team that they have a bona fide claim against one or more of the Defendants, or their funders, bankers, offshore asset companies, or other associates are entitled to join One Voice.
- 5.2 Any person wishing to become a Member must first:
 - 5.2.1 Complete details of their claim against one or more of the Defendants in the form of the Members Information Sheet attached as Schedule 2; and
 - 5.2.2 Enter into the certificate in the form attached as Schedule 3 to certify that the applicant has a genuine claim against one or more of the Defendants and is not subject to any conflict of interest, nor obligations towards any of the Defendants or any third party having interests that conflict with those of any other Member and select either Option one or Option Two:-

OPTION ONE: to pay a one-off processing and administrative fee of a total of £1,500 + VAT for each and every claimant named, in any claim submitted, with a 35% 'Success fee' on whatever is recovered, payable only if the outcome is successful. In the event that

the legal representation is not made available, for whatever reason, then the fee will be refunded in full. Once the offer to join the Class as a member is made, the claim is accepted for processing, and accepted to join into the Group claim, then the registration fee becomes non-refundable. The benefit of 'Option One' is to 'cap' the Success fee at 35% of whatever is recovered, purely on successful outcome, so it is results-based.

OPTION TWO: a one off nominal registration/processing fee of £175 + vat to have the processing fee completely waived, in return for a slightly higher 'Success fee' at 39% (instead of 35% with Option One), which is intended for smaller value claims (under \$40k) or for those who have genuine cash flow difficulty and cannot afford Option One. In either case of Option One or Option Two, an Indemnity will be sought and obtained from the third Party Funder, against any liabilities or costs / adverse costs, which will put the One voice member's mind at rest, and this will be announced once it is all tied up.

- 5.2.3 For those electing Option One, the above fee shall be paid to the solicitors instructed by the Founder, namely Discoveries International Limited of 62-67 Temple Chambers, Temple Avenue, London EC4Y 0HP (Ref: WJO/2360) whose client account details are: Discoveries International Limited' at 3 Roslin Road, Bournemouth, Dorset BH3 7JA
- 5.3 Members for either Option One or Option Two are required to accept the provisions of this Agreement and to comply with its terms and conditions.
- 5.4 Should members of One Voice fail to comply with these terms and conditions, they may be removed as a member after consideration by the Committee.
- 5.5 The Committee, having given due consideration to the Member's standing within the group, may give any member written notice to remove him or her as a Member. Without detracting from the generality hereof, a Member may be removed for failure to comply with the agreements made, of which the following are some examples:
- [5.5.1.](#) Failing to comply with this Agreement.
 - [5.5.2.](#) Failing to honor the confidentiality of this agreement or the case against the Defendants.

- [5.5.3.](#) Acting in a way that could be construed as being detrimental or disruptive to 'One Voice' or any number of its members.
 - [5.5.4.](#) Instituting their own legal action against the Defendants or any number of them outside this agreement and One Voice.
 - [5.5.5.](#) Taking independent steps or seeking / providing publicity to the Media outside of working with the Committee and Legal Team, that may adversely affect the outcome of the Case, or affect the interests of other One Voice members.
 - [5.5.6.](#) Providing any information whatsoever to any of the named defendants in the Case regarding the Class or the Case material, reports, or the Legal Team.
 - [5.5.7.](#) any form of misrepresentation or dishonesty of their identity, claim details, or rights to be a member.
- 5.6. Notice to terminate membership shall include the reasons for which the Committee believes the Membership should be revoked.
 - 5.7. If the Member whose membership is being terminated can cure the relevant default he or she will have a period of 21days to appeal in writing against his/her removal. The appeal will be heard by the Founder and four other Members who will be chosen by secret ballot. The decision of this Review Committee will be binding.
 - 5.8. Members will be entitled to the services provided by the Service Provider (as such term is defined in Clause 6 below) and any Sub-providers.

6. Service Provider and Provider's entitlements

- 6.1 One Voice will enter into an agreement with Service Providers, organised by the Founder. The Service Providers will liaise with the Founder and provide advice, time and case material relating to any cases involved with the Schemes that are brought by any of the Members against the Defendants.
- 6.2 The Founder is the author and owner of The Information used to launch this case as defined in the Clause 1.4.
- 6.2. The Founder shall have the exclusive right to use any materials obtained by One Voice and/or the Service Provider in the development of any publication, film or production in whatever form or media, that relates to One Voice, the Schemes, the Defendants or any of the legal cases against the Defendants.

- 6.3. Each Member agrees that The Legal team and the Administration Team may use the information contained in the Members Information Sheet for the purpose of conducting and coordinating proceedings against the Defendants and for that purpose may disclose any personal data provided in the Members Information Sheet to any professional advisers appointed by One Voice and to any regulatory or judicial authorities both within and outside the European Union.
- 6.4. The Service Providers may engage various sub-providers and their respective companies and associates, to carry out roles with duties to be agreed separately by the Committee.

7. The Duties of The Founder

- 7.1 The Founder and DIL have been working on this case since November 2002 and by June 2007 had located and assimilated all the 'core' evidence necessary to begin the process to instruct the Service Providers to bring the claim and/or claims.
- 7.2 The Founder will act on the instructions of the Committee and give instructions to the solicitors for bringing the claim/s.
- 7.3 She will co-ordinate the claims of the Members, or delegate / assign part or all of this function to carefully selected outside help as appropriate, and create "The Administration Team", to free up as much time as possible to work fully with the Legal Team on this case. She will prepare periodic reports on her activities and progress with the claims which will be considered by the Committee and then circulated to the members, via the One Voice website, in the form of newsletters or updates.
- 7.4 She will assist the solicitors in gathering any further evidence that is required in the proceedings in order to save legal costs.
- 7.5 Her role reserves the right to be remunerated on a time sheet basis, to be submitted monthly by DIL to Mr. Will Osmond of Discoveries International Limited solicitors, and arrangements will be sought for her via DIL to be reimbursed by the Funder, but no liability will fall to the One Voice members.

8. Payment

- 8.1 For Option One, the Members agree that the Administration Team will be paid 35% of the sum which is recovered on their behalf and dealt with under the provisions of this section (8) of this agreement ("the Success Fee"), and for Option Two, this fee will be 39%. This fee will cover the costs incurred by the Funder in both funding and financing the case, and of arranging adverse costs insurance and also the fees of the Administration Team in the co-ordination,

management, and running of this case. That sum will also include a royalty payment to the Founder and DIL for the use by One Voice of the Information.

- 8.2 The Members agree that the legal fees of Discoveries International Limited shall be paid from the initial subscriptions referred to in clause [5.2.2](#).
- 8.3 In return for providing this ‘restitution opportunity’ and Initiative, and setting everything up, the Members also agree for DIL to be paid (from a proportion of any subscriptions received) up to a maximum of the total sum of £125,000 in respect of the work that it and the Founder have carried out from November 2002 to the date of this agreement after the payment of the legal fees referred to in the preceding clause, depending on funds available, on an appropriate ratio depending on other expenses to be met. To the extent that the subscriptions are not sufficient to pay this sum any shortfall shall be paid out of the Success Fee, purely driven on the results achieved. If the subscriptions exceed this sum, the proceeds shall be disbursed in accordance with the instructions of the Committee.

9. **Court Award and Apportionment**

- 9.1. Upon there being any Court Award or on receipt of monies in interim or final settlement, whether in respect of the Members, or to any individual member, such monies will be held in trust under a designated account by Discoveries International Limited, appointed to act for the Members, unless otherwise notified or updated.
- 9.2. If the proceedings are determined by an agreed settlement the Committee shall consider the terms of any settlement offer carefully, and if it is satisfied, in its sole discretion that such terms are the most advantageous that the Members can achieve, it will give instructions to the solicitors to agree such terms of settlement.
- 9.3. At reasonable times decided upon by the Founder or the Committee the solicitors acting on behalf of the Members will pay its pre-approved or pre-agreed bills via a credit agreement with the Funder, and agree to indemnify all costs (apart from the subscription cost already paid to the Members’ advising solicitors), for the Members, as part of this agreement.
- 9.4. The Court award due to each Member of the Class who is entitled to a share of such monies, being their due portion, after due payment is made to the Administration Team under Clause 8.1 above, will be determined by the Committee.

10. **Termination**

- 10.1. One Voice will be disbanded and this Agreement will end by either the unanimous written agreement of all Members acting in person or by proxy or on the final termination of each Member's case against the Defendants.
- 10.2. Within 120-days of the group being disbanded, the Committee must present a circular containing a copy of the minutes of the meeting at which it was decided to disband the group, a closing list of members by name and other documents considered reasonable, which will be posted in the 'Members area' of the One Voice website.
- 10.3. The Founder will be required to retain the permanent record for a period of 6 years, which it is agreed will be lodged with Discoveries International Limited solicitors, during which time any person who was a Member of the group at the time of its disbandment may request sight of the permanent record.
- 10.4. The agreement will remain in force despite any member dying, being declared insolvent or being of diminished legal capacity for whatever reason

11. **No Partnership**

The members of One Voice are not in partnership with each other, nor are they agents of each other.

12. **Confidentiality**

Without prejudice to the publication rights granted to The Founder in Clause 6 above, each Member undertakes that he or she shall not at any time during or after the date of this Agreement use, divulge or communicate to any person (except to his or her professional representatives or advisers or as may be required by law or any legal or regulatory authority) any confidential information concerning the terms of this Agreement, the business or affairs of the other members or the group which may have (or may in future) come to his knowledge, and each of the members shall use his reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.

13. **Notices**

- 13.1. Any notice given under this Agreement shall be in writing and shall be delivered by hand, transmitted by fax, email, or sent by pre-paid first class post or recorded delivery post to the address of the party declared to The Founder from time to time and notified to the other members.

14. **Severance**

If any provision (or part of a provision) of this agreement is found by any Court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

15. Governing Law and Jurisdiction

15.1. This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England & Wales.

15.2. The parties irrevocably agree that the courts of England & Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed the Agreement as a Deed the day and year first above written

Schedule 1

The Members

Schedule 2

Members Information Sheet

Full Name:

Date of Birth:

Address:

Telephone Nos.

Home:

Work:

Mobile:

Email Address:

Brief Details of Claim; to include dates of and amounts invested, names of payees and other relevant information:

Details of whether any previous claim or action has been taken to recover the sum referred to above:

Schedule 3

Form of Members' Undertaking

I, the undersigned, agree and undertake that:

1. The details supplied by me for the Members' Information Sheet are true and complete.
2. I have no conflict of interest towards any other Members whether as a result of a commitment or obligation towards any of the Defendants or their advisers
3. I will notify the other Members via written notification to the Mrs. Watson if either of the preceding undertakings becomes untrue at any time while this Agreement is in force.
4. I will inform the Committee of any changes of either fact or circumstances, that may affect my position as a claimant.
5. I confirm that I have read and fully understand the terms of this agreement and I agree and fully commit to its terms.

.....(Signed)

.....(Print Name)

.....(Date)

..... (Witnessed)

EXECUTED as a DEED by) Director:
DISCOVERIES INTERNATIONAL
LIMITED)

acting by two directors or one director)
and the secretary)

) Director/Secretary:

EXECUTED as a DEED by

ELIZABETH JEAN WATSON

In the presence of:

Witness:

Signature

Name

Address

Occupation