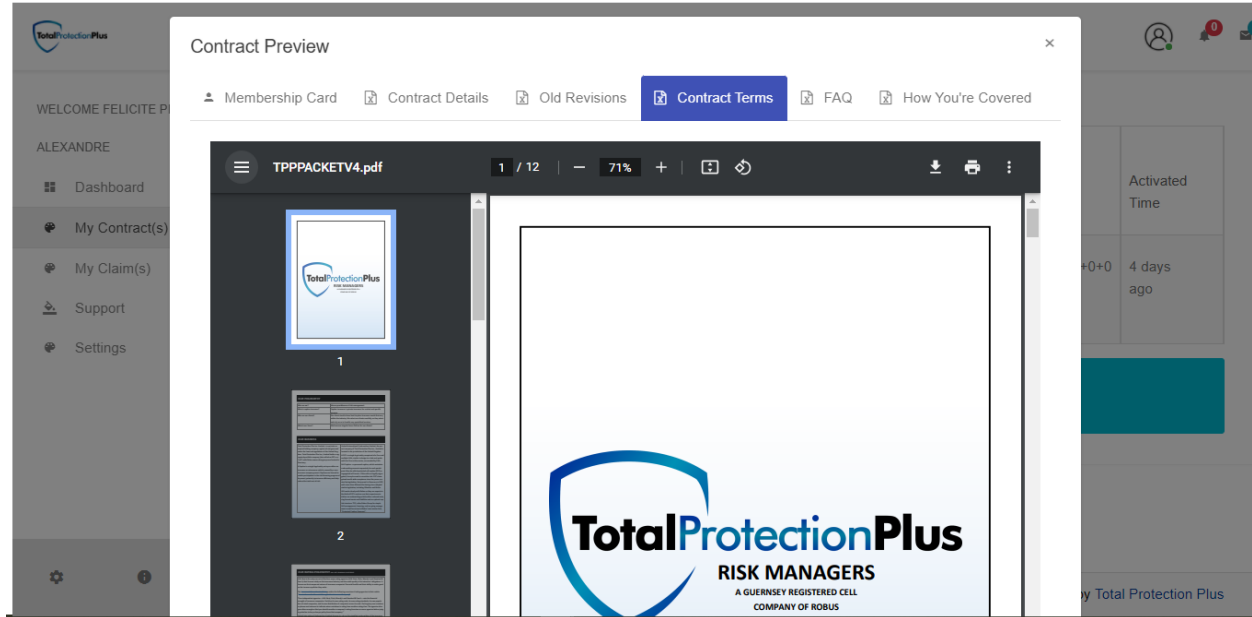


## TPP Screenshots from TPP Dashboard – CONTRACT TERMS TAB

Here is the screenshot showing the Contract Terms:



Under that tab is the 12 page contract which I have enclosed on the following pages.



# **TotalProtectionPlus**

**RISK MANAGERS**

A GUERNSEY REGISTERED CELL

COMPANY OF ROBUS

## OUR PHILOSOPHY

Who are we?	We are practitioners of risk management.
What is captive insurance?	Captive insurance is private insurance for a select and specific purpose
Who are our clients?	Our clients tend to have hard-to-place insurance needs that vary within the industry. We select our clients carefully, as they select and rely on us to handle very specialized services.
What is our focus?	We have one singular focus: Deliver for our clients!

## OUR BUSINESS

Total Protection Plus Inc. Limited., is a private exempted holding company registered and governed under the laws and regulations of the United Kingdom. Total Protection Plus Inc., Limited holds a segregated portfolio company (also called a PCC or a "cell") with Robus [www.robustgroup.com](http://www.robustgroup.com) located in Guernsey.

A Captive is a single legal entity set up as either an insurance or reinsurance vehicle, owned by a non-insurance company parent. Captives are formed to enable participation in the risk financing program of its parent, primarily to increase efficiency and help reduce the total cost of risk.

United International Underwriters Limited, the parent company of Total Protection Plus Inc., Limited is located in the jurisdiction of the United Kingdom.

A PCC is a single legal entity comprised of a Core and multiple Cells, similar in design to a hub and spoke with the Core at the center, surrounded by Cells.

Cell Captive— a sponsored captive, which maintains underwriting accounts separately for each participant. May be called protected cell captive (PCC) or segregated cell insurer. If the cells are legally segregated, it may be used to securitize risk. PCC's have gained world-wide acceptance since they were created by legislation, first passed in Guernsey in 1997, with more than 40 domiciles having since adopted similar legislation, including Gibraltar and Malta.

UIU works closely with Robus as they are experts in the field of PCC's and can use their experience to deliver an underwriting vehicle either reduced costs, ring-fenced assets and liabilities and an optimal capital structure. TPP, relies Robus Group for simple Cell management, Licensing, and on-going management as well as access to Robus' own master hub, "Protected Captive Company".

## OUR RATING PHILOSOPHY A.M. BEST COMPANY IS DIFFERENT

A.M. Best is the only one out of the four major rating agencies (A.M. Best, Fitch, Moody's and Standard & Poor's) that focuses solely on the insurance industry and the credit quality of its industries' obligations. It focuses on the transparent nature of insurance companies' financial health and their ability to make good on the insurance policies they write.

The [Insurance Information Institute](#) provides the following overview of rating agencies in their article "[How to Assess the Financial Strength of an Insurance Company](#)":

"Four independent agencies—A.M. Best, Fitch, Moody's and Standard & Poor's—rate the financial strength of insurance companies. Each has its own rating scale, its own rating standards, its own population of rated companies, and its own distribution of companies across its scale. Each agency uses numbers or pluses and minuses to indicate minor variations in rating from another rating class. The agencies disagree often enough so that you should consider a company's rating from two or more agencies before judging whether to buy or keep a policy from that company."

United International Underwriters Limited chooses to rely on the steadfast underwriting of the insurance industry and focuses on what it knows: insurance. Therefore, we operate under A.M. Best's policies.

Unlike A.M. Best, the big three agencies Fitch, Moody's, and Standard & Poor's choose to underwrite and rate complex financial instruments such as "CDOs squared" and "synthetic CDOs" (the complex securities used to finance subprime mortgages that led to the 2007 global financial crisis. These securities could not have been sold without ratings by the big three rating agencies).


The "[Final Report of the National Commission on the Causes of the Financial and Economic Crisis in the United States](#)," published in January 2011, notes that "the Financial Crisis Inquiry Commission was created to 'examine the causes of the [2007 to 2010] financial and economic crisis in the United States.' . . . The Commission was established as part of the Fraud Enforcement and Recovery Act (Public Law 111-21) passed by Congress and signed by the President in May 2009. . . . for inquiry and . . . the examination of the collapse of major financial institutions that failed or would have failed if not for exceptional assistance from the government."

The commission concluded that "the failures of credit rating agencies were essential cogs in the wheel of financial destruction. The three credit rating agencies [Moody's, Standard & Poor's (S&P), and Fitch] were key enablers of the financial meltdown."

Throughout this challenging time, all but one major insurer was deemed too big to fail — American Insurance Group (AIG). AIG repaid its \$182 billion loan with \$22.7 billion in interest in under three years. Fannie Mae and Freddie Mac, U.S. government backed and operated organizations, also deemed too big to fail, never recovered and are still funded by the American taxpayers.

Fitch, Moody's, and Standard & Poor's still choose to focus on rating both financial institutions (i.e., banks) on their complex securities and cover the insurance industries.

## RATING

Total Protection Plus Inc., Limited	Syndication of Reinsurers	A.M. BEST Rating (s)
	We provide reinsurance protection to many leading direct insurance companies for most of our business lines, in the form of annual treaties on proportional and non-proportional bases with a sizable underwriting capacity.	All of our reinsurance relationships hold a minimum of investment grade ratings from A.M. Best.

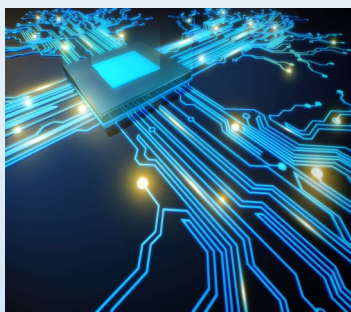
## OUR LINES OF BUSINESS FACULTATIVE & TREATY

Alternative Energy	Energy Generation Plants - Hydro-Electric Power – Geothermal – Solar - Wind
Credit Insurance	Performance Guarantee
Surety	Performance bond and financial guarantee bond
Specialty Lines	General Liability

## BUSINESS FOCUS



Heavy Equipment



Technology Sector



Alternative Energy



Supply Chain

## OUR APPROACH

Different situations require different solutions, which is why we consider all options before we decide on the best way forward — whether we're planning our business strategies, weighing up a risk, or handling our clients' claims.

Risk mitigation embodies the essence of what we do at United International Underwriters Limited, which makes us one of our industry's leading experts in specialty insurance and reinsurance.

While United International Underwriters Limited is a relatively new company, our team's experience and industry knowledge has been growing for decades.

Our focus on flexibility allows us to tailor innovative solutions for our clients and build long-term relationships that provide them with continuing value well into the future. That means getting to know our clients, their needs, and their challenges so we can provide them with the best possible products and services.

Risk improperly mitigated can be costly. Risks can cost human lives and cause property damage with consequent revenue or profit loss if not planned for and handled correctly.

Our reinsurance knowledge and relationships are extensive and span decades of experience. We focus on building long-term relationships with reinsurance partners who have track records and reputations for sound underwriting and have exposures that make risk transfer a vital aspect of their business needs.

We carefully choose where we apply our expertise and take an intellectual approach to everything we do as we continue to build a diversified and increasingly international business. We look at risk management not only as minimizing downside, but also as a way of actively adding management value to our investment portfolio. We also share our expertise with our clients by drawing on our skills and experience to offer informed opinions and insight, which provide an additional layer of value.



## TYPES OF COVERAGE

<u>Insurance Lines</u>	<u>Definition</u>
A Performance bond	“is issued to one party of a contract as a guarantee against the failure of the other party to meet obligations specified in the contract. It is also referred to as a contract bond. A performance bond is usually provided by a bank or an insurance company to make sure a contractor completes designated projects.” ( <a href="#">Investopedia</a> )
A Financial Guarantee Bond	is “a non-cancellable indemnity bond that is backed by an insurer in order to guarantee investors that principal and interest payments will be made. Many insurance companies specialize in financial guarantees and similar products that are used by debt issuers as a way of attracting investors. The guarantee provides investors with an additional level of comfort that the investment will be repaid in the event that the securities issuer would not be able to fulfill the contractual obligation to make timely payments. It also lowers the cost of financing for issuers because the guarantee typically earns the security a higher credit rating and therefore lower interest rates.” ( <a href="#">Investopedia</a> )
A Performance Guarantee	is “a business agreement between a client and a contractor for the contractor to perform all of their obligations under the contract. A performance guarantee might also include a clause to protect the client against losses incurred in case the contractor fails to perform and enforcement action is required or an alternative contractor needs to be engaged.” ( <a href="#">Business Dictionary</a> )
General Liability	is “insurance protecting commercial insureds from most liability exposures other than automobile and professional liability” ( <a href="#">IRMI</a> ) or an “insurance policy that covers claims arising from an insured's liability due to damage or injury (caused by negligence or acts of omission) during performance of his or her duties or business.” ( <a href="#">Business Dictionary</a> )

## OUR APPROACH TO UNDERWRITING

United International Underwriters, Limited is an established leader in many of its chosen markets. Each of our business lines is run by a highly respected and experienced industry expert who possesses in-depth knowledge of the industries we serve and also an exceptional ability to create targeted product solutions.

United International Underwriters’ approach to the insurance markets is built on a foundation of effective risk mitigation strategies coupled with a robust knowledge of its clients’ goals and needs.

We apply sound underwriting through experienced industry expertise and pride ourselves on sophisticated, targeted product structures and solutions. We attract insurance and reinsurance clients from around the world seeking flexible solutions for a wide variety of risks.

# PROTECTION PLAN ENROLLMENT FORM

Congratulations! Your purchase today includes a Total Protection Plus Buy Back Program which offers you a fully protected 100% Cash Option at the end of your chosen term along with early redemption options at pre-determined intervals. Your funds are fully protected and insured by United International Underwriters. Your program is active upon signing the Total Protection Plus enrollment form, activating your account at [gettpp.com](http://gettpp.com) and receiving the funds for your individual registration in full.

By signing below, you acknowledge that this Buy Back Program, including all benefits, is administered and managed independently by Total Protection Plus, and not the retailer. You therefore also agree to hold harmless the retailer from any and all claims for benefits associated with the Buy Back Program and fully understand that all redemptions of Buy Back Options will be issued directly by Total Protection Plus.

Total Protection Plus herein offers to you, the Beneficiary, the right to participate in the Buy Back Program that obligates Total Protection Plus to pay you for the full purchase amount detailed below, with no additional fees to register, maintain, or exercise your option, subject to the terms and conditions and definitions herein attached. The right to participate in this program carries no separate monetary value.

By accepting the right to participate in this program, and indicating this acceptance by signing below, you understand, acknowledge and agree to be bound by the Terms & Conditions in their entirety. Below, you understand, acknowledge and agree to be bound by the Terms & Conditions in their entirety.

CLIENT INFORMATION		
Client Name: Date of Birth:		
Company Name (if applicable):		
Mobile #:	Home #:	Phone:
Home Address:		
City:	State/Prov:	Zip /Postal Code:
Country:		
Email:		
PROGRAM INFORMATION		
Company Name:		
Total Sales Price:		
Date of Sale:		
Buy Back Amount:		
SIGNATURES		
I authorize the verification of the information provided, as to my membership and inclusion in the Total Protection Plus Buy Back Program and that I agree to the terms and conditions contained therein. I have received a copy of this application.		
Signature of Purchaser:		Date:

## Terms & Conditions

IF YOU ARE UNCLEAR OR HAVE ANY QUESTIONS OR ANY QUERIES ABOUT THESE TERMS AND CONDITIONS, YOUR RIGHTS, THE ACTIONS REQUIRED BY YOU AND THE BENEFITS OF THIS OFFER, IMMEDIATELY CONSULT WITH YOUR SALES AGENT AND/OR PERSONAL ADVISORS. IN THE CASE THERE IS INCONSISTANCY IN A STATEMENT OR COMMENT BETWEEN ANY OTHER DOCUMENT AND THESE TERMS AND CONDITIONS, THE STATEMENT MADE ON THESE TERMS AND CONDITIONS SHALL PREVAIL. YOU ARE REQUESTED TO CONFIRM YOUR AGREEMENT TO PARTICIPATE IN THE TOTAL PROTECTION PLUS BUY BACKOPTION PROGRAM BY REGISTERING AND SIGNING THIS AGGREMENT AT TIME OF PURCHASE.

# PROTECTION PLAN ENROLLMENT FORM

## Section 1

Total Protection Plus. ("TPP", "Provider") herein offers to you, the Beneficiary, the right to participate in our Protection Plan (the "Program" or "Buy Back Program" to exercise the "Option") that unequivocally obligates TPP to pay you for the Buy Back amount subject to these Terms and Conditions. By accepting the right to participate in the Program, you understand, acknowledge and agree to be bound by the Terms and Conditions of this offer in its entirety, as contained in these Terms and Conditions, which may be amended by the Provider from time to time without notice to you.

THE RIGHT TO PARTICIPATE IN THE PROGRAM IS OFFERED IN CONJUNCTION WITH A COMPLETED PURCHASE AGREEMENT. THE RIGHT TO PARTICIPATE IN THE PROGRAM AND THE TPP BUY BACK OPTION ITSELF CARRIES NO SEPARATE MONETARY VALUE. TO BE ELIGIBLE TO EXERCISE YOUR RIGHT TO THIS PROGRAM, YOU UNDERSTAND AND AGREE THAT YOU ARE INDIVIDUALLY AND SEVERALLY RESPONSIBLE TO STRICTLY COMPLY WITH ALL TERMS AND CONDITIONS IN A TIMELY MANNER. YOU ALSO UNDERSTAND AND AGREE THAT ANY ACTIONS BY YOU THAT CONSTITUTE, IN THE SOLE DISCRETION OF THE PROVIDER, NON-COMPLIANCE WITH THESE TERMS OR CONDITIONS MAY RESULT IN (a) YOUR FORFEITURE OF YOUR RIGHT TO PARTICIPATE IN THE PROGRAM; (b) THE EXPIRATION OF YOUR RIGHT TO EXERCISE THE BUY BACK OPTION; OR (c) PROVIDER DECLINING BENEFITS OF AN EXERCISED OPTION.

You are automatically registered with Total Protection Plus when You purchase your product or program, however you are required to confirm your agreement to participate in the Buy Back Option Program by logging onto the Member Registration section of the TPP website ([www.Gettpp.com](http://www.Gettpp.com)) and following any instructions if prompted. This must be done within the first 60 days after your purchase or you risk forfeiture.

It is advisable to maintain in your possession a record of dates of your correspondence with TPP and a copy of all materials submitted together with receipts for certified or registered mail communications with TPP. Your submission of your Exercise My Option form during the Exercise Period will preserve your right to exercise your Option in accordance with these Terms and Conditions. However, you can always choose not to participate or to keep your Ownership, as applicable, by confirming that you wish to do so at the time the Notice to Payout is sent to you.

If you do exercise your Option, TPP will contact you by letter or email , within thirty (30) days of receipt of your Exercise My Option form to explain and/or confirm with you the steps required to complete the Buy Back, as applicable, and to advise you of the documentation you will be required to provide to complete the transaction including without limitation:

1. Documentation sufficient to establish that in the sole discretion of TPP you are the original owner or a Permitted Transferee.
2. Written confirmation from the original sales company, if possible, that:
3. The Purchase Agreement has been paid in full as applicable;
4. You have good, clean title to the program or product;

## Section 2

### QUALIFYING FOR THE RIGHT TO EXERCISE THE BUY BACK OPTION

Your registration is initiated with TPP when you purchase your program or product and the appropriate fee has been paid in full. You will be able to register and create a username for the TPP website where you will have access to the forms as required to exercise your option as well as the ability to update your contact information if required.

# PROTECTION PLAN ENROLLMENT FORM

## FORFEITURE OF YOUR TPP BUY BACK OPTION

You are subject to forfeiture and loss of your right to exercise your Option if:

1. You transfer ownership and title to a person or entity other than a Permitted Transferee (being an heir or family member);
2. You have not submitted, and have proof of mailed by date, your "Exercise My Option Form" to TPP during the Exercise Period; and/ or
3. You are prevented from or unable to transfer, at the Closing Date, ownership of and good, clean and clear title to your Ownership to TPP or its Assigns, free and clear of any and all Liens and/or other encumbrances, litigation, and/or taxes or other assessments due and payable as of the Closing Date as applicable; and/ or
4. You do not respond in a timely manner to all requests from TPP and/or the company utilized by TPP for the summary documentation required for the execution of the transfer of your Ownership to TPP or its Assigns as applicable. A request for information may include but is not limited to providing notarized signatures on deeds, copies of Your personal identification, postal and registered mail fees to return such information; and/ or
5. You do not comply, do not cooperate or offer no cooperation to TPP or its assigns to expedite the transfer of your Ownership to TPP or its assigns.

## Section 3

### BUY BACK AND CLOSING

TPP shall compile and maintain a file of all documents received from you, and information received from third parties as TPP may request from time to time. Within thirty (30) days of the end of your final year of the term you are enrolled in (For example: After the end of the 10 year anniversary date of your purchase on a 10-year program) TPP will send to you a confirmation of payout form. You will then have a final option to retain your Ownership if applicable. You have one full calendar year to make this decision.

If you confirm that you wish to proceed with getting the full Buy Back amount, TPP will arrange for any applicable transfer documents to be sent directly to you for your execution and transfer of good, clean and clear title to TPP or an assigned company. Within 30 days of receipt of confirmation of all documents as required, you will be advised of the Closing Date for the settlement of the TPP Buy Back Amount or Cash Back Amount as applicable in each individual case, that would be determined to be the amount due to you by reference to the terms, conditions and definitions.

## Section 4

### GENERAL TERMS AND CONDITIONS

**Transferability.** Your TPP Buy Back Option IS NON-TRANSFERRABLE TO ANY OTHER PARTY, except to a Permitted Transferee.

**Automatic Termination.** Your TPP Buy Back Option will automatically terminate:

1. on Your sale or transfer or assignment of any interest in your Ownership to any person or third party except a Permitted Transferee.; or
2. if you do not exercise your right to this Option as permitted within the Option Period, being the term of one year halfway through your ownership term.

# PROTECTION PLAN ENROLLMENT FORM

Permitted Transferee. In order for the Permitted Transferee to receive all the rights and privileges to the TPP Buy Back Option, it is your obligation and responsibility to notify TPP within ninety-one (91) days of the effective date of closing of the sale or transfer of your interest in your Ownership to a Permitted Transferee. If your notice to TPP of transfer and registration of Your Ownership is not sent within 91 days of the effective date of transfer and registration, your right to this Option shall be deemed to have expired and your Permitted Transferee will not be entitled to the right to exercise this Buy Back Option.

Tax Implications. You may be subject to federal, provincial, state, or local tax on any payment made to you by TPP or its assigns. You are solely responsible for making the appropriate tax declarations. TPP retains no liability whatsoever to make or administer or submit deductions and/or remittances and/or filings on your behalf.

Any document or payment filed with TPP shall be sent by registered mail to the address below, or to such other addresses that TPP may, from time to time, designate by written notice to you.

<b>Company Reg No.: 12732959</b>	<b>Total Protection Plus Inc., Ltd.</b>
Business Address:	Hygeia Building, Ground Floor 66-68 College Road Harrow, Middlesex HA1 1BE

Governing Law. These Terms and Conditions shall be governed by and construed in accordance with the laws of the United Kingdom exclusively, without regard to its conflict of law or rules.

This Buy Back option is provided by TPP as an independent service provider that is solely responsible for the administration of your Option. Unless otherwise expressly stated by TPP, the Developer/Marketer does not act either as an Agent or an assign of TPP.

## Section 5

### TOTAL PROTECTION PLUS RIGHT TO AMEND THE PROGRAM

Total Protection Plus. reserves the right, in its sole discretion and without consultation, to amend, modify, append and/or change the provisions, wording, content, actions required, benefits (altogether the "Amendments") of the Buy Back Option Program. Your right to participate in and the benefits to you of the Program shall be interpreted by these Terms and Conditions inclusive of any Amendments existing at the date you qualify for the right to Exercise the Buy Back Option.

## Section 6

### REDEMPTION OPTIONS

The TPP Program included with your purchase has 2 options for receiving a cash payout:

**End of Year 5 – 50% of the total amount paid for the program**

**End of Year 10 – 100% of the total amount paid for the program**

## Section 7

### DEFINITIONS

TPP Buy Back Amount: means the amount you will be paid for Ownership if you comply completely with all the Terms and Conditions contained herein The amount is calculated to be the full original purchase price of your Ownership (not including any sales tax if any was paid).

Closing Date: means the date scheduled by TPP for the buy back as applicable, of your Ownership, which shall be notified to you on receipt by TPP of all of the documents required.

# PROTECTION PLAN ENROLLMENT FORM

Sales Company: means the operator of the sales center where you purchased your asset(s).

Exercise Period: means the one year term halfway through the membership.

For clarity: Within the 30-days or exercise period at the end of the four year anniversary date of your original purchase date to receive your cash payout at the five year anniversary date of your original purchase date according to the program, or alternatively the 30-days or exercise period at the end of the nine year anniversary date of your original purchase date to receive your cash payout at the ten year anniversary date of your original purchase date according to the program.

The provider will send to you a confirmation of Closing Date, Payout form or upon expiration of the program or product your plan will then be confirmed Retired, and you as the registered and permitted owner will to retain your ownership, if applicable.

Lien: means an interest, including the right to take and hold or sell your Ownership, given as security for payment of a debt or discharge of an obligation. Also included in this definition are any liens created by operation of law such as mechanic's liens and other similar liens.

Permitted Transferee: means a parent or child related to you by blood or by legal adoption, or your spouse (as defined under the applicable laws of the location of your primary residence) to whom you transfer ownership of your Ownership. A Permitted Transferee shall be entitled to the right to exercise all benefits of exercising this TPP Buy Back Option. A Permitted Transferee shall be subject to all of the Terms and Conditions as if the Permitted Transferee was the original purchaser of the asset. This TPP Buy Back Option is not sellable, transferable or assignable to any person(s) or entity(s) other than a Permitted Transferee.

## Section 8

### BINDING INDIVIDUAL ARBITRATION

Purpose. The term "Dispute" means any dispute, claim or controversy between you and TPP or any of its officers, directors, employees and agents and Assigns, or any other person or entity that has or had a contract or arrangement with TPP, regarding your Buy Back Option (the "TPP Buy Back Option Program"), whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this section (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" is to be given the broadest possible meaning that will be enforced. If you have a Dispute that cannot be resolved through negotiation within the time frame described in the "Notice of Dispute" clause below, other than those matters listed in the Exclusions from Arbitration clause, You and the person or party that you have the Dispute with will seek resolution of the Dispute only through arbitration of that Dispute in accordance with the terms of this section and not litigate any Dispute in court. Arbitration means that a neutral arbitrator instead of a lawsuit filed in court and tried by a judge or jury will resolve the Dispute.

Exclusions from Arbitration. IT IS AGREED THAT ANY CLAIM FILED IN SMALL CLAIMS COURT IS NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED HEREIN.

Notice of Dispute. IF YOU HAVE A DISPUTE, YOU MUST SEND WRITTEN NOTICE TO Total Protection Plus Inc., Ltd. Hygeia Building, Ground Floor 66-68 College Road. Harrow, Middlesex HA1 1BE, ATTN: LEGAL DEPARTMENT/ARBITRATION, DISPUTE RESOLUTION TO GIVE THE PERSON OR ENTITY YOU HAVE THE DISPUTE WITH THE OPPORTUNITY TO RESOLVE THE DISPUTE INFORMALLY THROUGH NEGOTIATION. You agree to negotiate resolution of the Dispute in good faith for no less than 60 days after you provide notice of the Dispute. If the Dispute is not resolved within such 60-day period, you or the person or entity you have the Dispute with may pursue the Dispute in arbitration pursuant to the terms in this agreement.

# PROTECTION PLAN ENROLLMENT FORM

**Class Action Waiver.** ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UN-NAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND THE PERSON OR ENTITY WITH WHICH YOU HAVE THE DISPUTE SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION. THIS PROVISION IS NOT APPLICABLE TO THE EXTENT SUCH WAIVER IS PROHIBITED BY LAW.

**Arbitration Procedures.** Except as provided in this agreement, any Dispute shall be settled by binding arbitration heard by three (3) arbitrators (at least one of whom shall be an attorney with experience in Vacation Intervals), in accordance with the Commercial Arbitration Rules (“Rules”) of the London, England Arbitration Association. The arbitrators shall be appointed in accordance with the Rules. The arbitrators shall be bound by the terms and conditions of this agreement and shall have no power, in rendering the award, to alter or depart from any express provision of the terms and conditions document, and their failure to observe this limitation shall constitute grounds for vacating their award. Any award of the arbitrators shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction, including, without limitation, the courts of any federal court in England. The award and judgment thereon may include injunctive relief, shall include interest at the legal rate from the date that the sum awarded to the prevailing party was originally due and payable, and reasonable attorneys’ fees and other arbitration costs, including, without limitation, reasonable costs associated with expert witnesses.

**Severability.** If any clause within this agreement (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this section, and the remainder of this agreement will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire section will be unenforceable, and the Dispute will be decided by a court and you and the person or entity you have a dispute with each agree to waive in that instance, to the fullest extent allowed by law, any trial by jury.

**Continuation.** This section shall survive any termination of your TPP Buy Back Option.

**JURISDICTION AND GOVERNNG LAW.** ENGLISH LAW WILL ALWAYS BE THE GOVERNING LAW AND ANY DISPUTE NOT SUBJECT TO ARBITRATION AND NOT INITIATED IN SMALL CLAIMS COURT SHALL BE LITIGATED IN A COURT OF COMPETENT JURISDICTION IN LONDON, ENGLAND.

