

PERSONAL INFORMATION POLICY OWNER – If a Trust, Corporation, Partnership, LLC or Other Entity

Trust Situs/ State of Incorporation or Domicile

Name of Signatory

Title (Trustee, Corporate Officer, Partner, etc.)

Name of Signatory

Title (Trustee, Corporate Officer, Partner, etc.)

B. LIFE INSURANCE INFORMATION

Insurance Company

Policy Number

Face Amount

Date of Issue

Policy Type (WL, UL, SUL, Term, etc...)

Current Premium

Initial Policy Owner (at time of Issuance)

Name of Current Policy Owner (If different)

Has policy beneficiary changed since the policy was issued? No Yes
If yes, please explain the reason.

Name of initial beneficiary(s)

Relationship(s) to insured

Name of current beneficiary(s) (If different)

Relationship(s) to insured

1. What was the insured's and policy owner original purpose for buying the policy?

2. Before or at the time the policy was issued, did the insured, policy owner or any other party arrange to transfer, sell or assign, directly or indirectly the policy or any benefits to a third party? No Yes

If yes, describe the arrangement in detail and provide copies of documents relating to the arrangement.

3. Has the insured or policy owner ever assigned the policy or policy benefits to any person or entity?
 No Yes If yes, describe the details of such assignment.

4. Has the policy or any of the policy premiums been financed by a third party, either through a loan, equity contribution or otherwise? No Yes

If yes, please describe the financing arrangement in detail and provide copies of any document related to that arrangement.

If yes, what is name of lender? _____ Principal loan amount _____
Loan Maturity balance (payoff amount) _____ Loan Maturity date _____

5. List all persons or entities (including any trust) who have, or have had, any direct or indirect ownership or other interest in the policy or its proceeds, including the nature of the interest and the relationship of such person entity to the insured. For any entity, please identify all persons that own (or have owned) and, if different, control or manage (or have controlled or managed) that entity. For any trust, include all beneficiaries.

Name _____
Nature of the interest _____
Date and manner interest was obtained _____
Relationship to insured _____

Name _____
Nature of the interest _____
Date and manner interest was obtained _____
Relationship to insured _____

Name _____
Nature of the interest _____
Date and manner interest was obtained _____
Relationship to insured _____

For additional policy and/or physician information, please provide a supplementary page.

For Agent Use: If available, please include the following: 1) Current in force Illustration to maturity.
2) Current APS (if not within the last 90 days, please provide physician information in Section B).

The undersigned represents to Life Insurance Settlements, Inc. that:

A. The information contained herein is complete and accurate and may be relied upon by Life Insurance Settlements, Inc., Life Settlement/Viatical Settlement Providers and Financing Sources.

B. The undersigned will immediately notify Life Insurance Settlements, Inc. of any material change in any information contained herein, occurring prior to conclusion of the proposed sale, including but not limited to: cancellation and release of insurance policies, assignment of ownership of policies, change in beneficiary and irrevocable assignment of right to designate future beneficiaries of policies.

The proposed sale, cancellation and release of insurance policies, assignment of ownership of policies, or change in beneficiary and irrevocable assignment of right to designate future beneficiaries of policies will be solely for the benefit and account of the undersigned, and not for the account or benefit of any other person.

FRAUD WARNING

ANY PERSON WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE OR AN APPLICATION FOR A LIFE SETTLEMENT SETTLEMENT CONTRACT IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO APPLICANTS

Neither Life Insurance Settlements, Inc. nor its officers, directors, or principals provide legal, accounting, or financial advice to prospective applicants regarding the advisability or relative merits of selling or conveying their legal rights in existing life insurance policies in exchange for cash payments referred to as living benefits, life settlements, intervivos settlements, or other similar terms.

An applicant must determine the relative benefit of any such living benefit settlement after review of the legal and financial implications of such a settlement with the applicant's own attorney, accountant, or other appropriate advisors, only then, should a decision be made to effect such a sale or settlement.

Applicant has a clear & complete understanding of the current or future benefits of the life insurance policy being offered for sale or settlement.

Applicant acknowledges that he/she has freely and voluntarily provided the information requested in this application.

PLEASE SEND WITH THE COMPLETE APPLICATION FORM, PHOTOCOPIES OF THE FOLLOWING:

- A. Life Insurance policy to be sold, including the application for insurance
- B. Your Driver's License
- C. Last premium statement from your Life Insurance company (if available)
- D. Social Security Card

The undersigned acknowledges they have read and understand this Life Settlement application.

Printed Name of Policy Owner Date

Signature of Policy Owner Date

Printed Name of Policy Owner Date

Signature of Policy Owner Date

Printed Name of Witness Date

Signature of Witness Date

Printed Name of First Insured Date

Signature of First Insured Date

Printed Name of Second Insured Date

Signature of Second Insured Date

Printed Name of Witness Date

Signature of Witness Date



AUTHORIZATION FOR DISCLOSURE OF PROTECTED HEALTH INFORMATION

I, the undersigned, authorize disclosure of my protected health information as defined under the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“PHI”) as follows:

1. Classes of Persons Authorized to Disclose My Protected Health Information: I authorize each doctor, hospital, nurse, pharmacy, physician, physician practice group, and any other type of health care provider (each, an “HCP”) having any PHI about me to disclose any and all of my PHI as provided under this authorization. I authorize each Authorized HCP to rely upon a photostatic or facsimile copy or other reproduction of this authorization.

2. Classes of Persons Authorized to Receive My Protected Health Information: I authorize each Authorized HCP to disclose my PHI under this authorization to Life Insurance Settlements, Inc. and any of its affiliates and any of their directors, officers, employees, agents, independent contractors, consultants, medical underwriters, lenders, financing entities, stop-loss reinsurers, service providers or other representatives (each, an “Authorized Recipient”).

3. Protected Health Information Authorized for Disclosure and Purpose of Disclosure: This authorization shall apply to any and all of my health and medical data, information and records, whether or not personally or individually identifiable or protected under any federal or state confidentiality or privacy laws or regulations. This authorization and all disclosures of my PHI made under this authorization are for purposes of allowing the Authorized Recipient (1) to analyze, assess, evaluate or underwrite my health or medical condition, or life expectancy, in connection with the possible sale of any life insurance policy, or certificate of life insurance, under which my life is insured to the Authorized Recipient and (2) to monitor, track or verify my health or medical status and condition in connection with any life insurance policy under which my life is insured, including any conversions thereof or replacements therefore, that Life Insurance Settlements, Inc. brokers.

4. Expiration: This authorization shall remain valid until, and shall expire, one year after the date of my death.

5. Right to Revoke Authorization: I acknowledge and understand that I may revoke this authorization any time with respect to any Authorized HCP by notifying such Authorized HCP in writing of my revocation of this authorization and delivering my revocation by mail or personal delivery at such address designated to me by such Authorized HCP; provided, that, any revocation of this authorization shall not apply to the extent that the Authorized HCP has taken action in reliance upon this authorization prior to receiving written notice of my revocation.

6. Inability to Condition Treatment, Payment, Enrollment or Eligibility for Benefits on Provision of Authorization. No HCP or other covered entity may condition my treatment, payment, enrollment or eligibility for benefits on whether I sign this authorization.

I understand that this authorization is not a consent or an authorization requested by a health care provider, health care clearinghouse or health plan covered by the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (the “HIPAA Privacy Regulations”). I further understand that, as a result of this authorization, there is the potential for my PHI that is disclosed by any Authorized HCP to an Authorized Recipient to be subject to redisclosure by the Authorized Recipient and my PHI that is disclosed to such Authorized Recipient may no longer be protected by the HIPAA Privacy Regulations.

I certify that I am executing and delivering this authorization freely and unilaterally and that all information contained in this authorization is true and correct. I further certify that this authorization is written in plain language and that I have received and retained a copy of this signed authorization for future reference.

Signature of Individual Date

Print or Type Name of Individual Date

Signature of Personal Representative of Individual Date

Description of Personal Representative’s Authority:

(Power of Attorney, Guardian ad Litem or similar status)



Life Insurance Information Release Form

Life insurance policy number _____ issued by _____ (Insurance Company), is owned by _____, and insured the life of _____.

I authorize the release to Life Insurance Settlements, Inc. (LIS) or its designee, any or all information concerning the above policy.

I authorize LIS to share this information with life settlement providers, brokerage general agents, and other parties, as required. The purpose of this sharing of information is to obtain quotes for life settlements, and/or life and health insurance policies.

Policy Owner Signature

Date

Type or Print Name

Social Security Number/Tax ID Number

Policy Owner Signature (If more than one owner)

Date

Type or Print Name

Social Security Number/Tax ID Number



DISCLOSURE

The owner of the life insurance should be aware of the following:

1. That there are possible alternatives to life settlement contracts including any accelerated benefits offered by the issuer of the life insurance policy.
2. That some or all of the proceeds of the life settlement may be taxable under federal income tax and state franchise and income taxes, and assistance should be sought from a professional tax advisor.
3. That life settlement proceeds could be subject to the claims of creditors.
4. That receipt of life settlement proceeds may adversely affect the recipient's eligibility for Public assistance or other government benefits or entitlements, and advice should be obtained from the appropriate agencies.
5. The owner has the right to rescind a life settlement contract before the earlier of sixty calendar days after the date upon which the life settlement contract is executed by all parties or thirty calendar days after the life settlement proceeds have been delivered to the escrow agent by or on behalf of the provider as provided in subsection 11 of section 26.1-33.4-10. Rescission, if exercised by the owner, is effective only if both notice of the rescission is given and the owner repays all proceeds and any premiums, loans, and loan interest paid on account of the provider within the rescission period. If the insured dies during the rescission period, the contract is deemed to have been rescinded subject to repayment by the owner or the owner's estate of all proceeds and any premiums, loans, and loan interest to the provider.
6. That funds will be sent to owner within three business days after the provider has received the insurer's or group administrator's acknowledgment that ownership of the policy or interest in the certificate has been transferred and that the beneficiary has been designated in accordance with the terms of the life settlement contract.
7. That entering into a life settlement contract may cause other rights or benefits, including conversion rights and waiver of premium benefits that may exist under the policy or certificate, to be forfeited by the owner and that assistance should be sought from a professional financial advisor.
8. That all medical, financial, or personal information solicited or obtained by a provider or broker about an insured, including the insured's identity or the identity of family members, a spouse, or a significant other may be disclosed as necessary to effect the life settlement contract between the owner and the provider. If you are asked to provide this information, you will be asked to consent to the disclosure. The information may be provided to someone who buys the policy or provides funds for the purchase. You may be asked to renew your permission to share information every two years.
9. The commissioner shall require providers and brokers to print separate signed fraud warnings on their applications and on their life settlement contracts the following statement:

Any person that knowingly presents false information in an application for insurance or life settlement contract is guilty of a crime and may be subject to fines and confinement in prison.

ND- Disclosure (a)

10. That the insured may be contacted by either the provider or broker or its authorized representative for the purpose of determining the insured's health status or to verify the insured's address. This contact is limited to once every three (3) months if the insured has a life expectancy of more than one year, and no more than once per month if the insured has a life expectancy of one year or less. This contact may be made only by a provider or broker licensed in the state in which the owner resided at the time of the settlement or by the authorized representative of such a provider or broker.

11. A broker represents exclusively the owner, and not the insurer or the provider or any other person, and owes a fiduciary duty to the owner, including a duty to act according to the owner's instructions and in the best interest of the owner.

12. The Life Settlement Provider will advise owner the name, business address, and telephone number of the independent third-party escrow agent no later than the date of the life settlement contract. The owner may inspect or receive copies of the relevant escrow or trust agreements or documents.

13. The change of ownership could in the future limit the insured's ability to purchase future insurance on the insured's life because there is a limit to how much coverage insurers will issue on one life. If an insurance policy to be settled has been issued as a joint policy or involves family riders or any coverage of a life other than the insured under the policy to be settled, that the owner must be informed of the possible loss of coverage on the other lives under the policy and must be advised to consult with the owner's insurance producer or the insurer issuing the policy for advice on the proposed settlement.

The life settlement broker (LIS) shall provide the owner with at least the following disclosures no later than the date the life settlement contract is signed by all parties. The disclosure shall be conspicuously displayed in the life settlement contract or in a separate document signed by the owner and provide all of the following information:

The name, business address, and telephone number of the broker.

A full, complete, and accurate description of all offers, counteroffers, acceptances, and rejections relating to the proposed life settlement contract

A written disclosure of any affiliations or contractual arrangements between the broker and any person making an offer in connection with the proposed life settlement contracts.

The name of each broker who receives compensation and the amount of compensation received by that broker, which compensation includes anything of value paid or given to the broker in connection with the life settlement contract

A complete reconciliation of the gross offer or bid by the provider to the net amount of proceeds or value to be received by the owner. For the purpose of this section, gross offer or bid means the total amount or value offered by the provider for the purchase of one or more life insurance policies, inclusive of commissions and fees,

The failure to provide the disclosures or rights described in this section is deemed an unfair trade practice pursuant to section 26.1-33.4-16.

ND- Disclosure (b)

I have received a brochure describing the process of viatical/life settlements prepared by the National Association of Insurance Commissioners and provided to me as part of this settlement disclosure.

Printed Name of Policy Owner	Signature of Policy Owner	Date
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Printed Name of Policy Owner (if more than one Owner)	Signature of Policy Owner (if more than one Owner)	Date
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Printed Name of Witness	Signature of Witness	Date
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Printed Name of Insured	Signature of Insured	Date
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Printed Name of Insured (if more than one Insured)	Signature of Insured (if more than one Insured)	Date
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Printed Name of Witness	Signature of Witness	Date
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A. BROKER AUTHORIZATION & SERVICES AGREEMENT

As one of the major firms in the settlement industry brokering life policies, Life Insurance Settlements, Inc. and its staff of experienced and trained professionals continually strive to set the standards nationwide in the areas of corporate responsibility, professionalism, adherence to compliance and regulatory issues, and the highest ethical treatment of clients and business associates. We represent the best interests of our clients and maximize the sales value of their policy(ies) in the secondary market. As your designated life settlement broker, Life Insurance Settlements, Inc. incurs the necessary, required and related costs to facilitate your life settlement transaction while providing the following services including but no limited to:

- Evaluation Form assessment.
- Medical underwriting and insurance verifications.
- Obtaining and forwarding independent third party life expectancy reports.
- Submission to multiple authorized and /or registered life settlement providers.
- Best execution negotiation to maximize fair market value of life settlement.
- Closing services including contract review and assistance with contingency requirements of life settlement providers.

In consideration of the services provided and related costs incurred as described above, I/We authorize Life Insurance Settlements, Inc. to act as my/our broker and to evaluate, underwrite, solicit, generate and secure offers beginning on the date of execution of the Agreement and continuing for 365 days, or one calendar year, whatever is longer after the final offer is obtained/acquired regarding and/or related to the purchase of the following life insurance policy (ies) for the insured(s) _____:

Life insurance policy number _____ issued by _____
 Life insurance policy number _____ issued by _____
 Life insurance policy number _____ issued by _____

By signing this authorization and agreement, I/we am/are aware:

1. Committing for the period of time described above to Life Insurance Settlements, Inc. and to no other individual or entity, including but not limited to any broker, producer and financial advisor, to evaluate, underwrite, solicit, generate and secure conditional and appropriate offers, as determined by Life Insurance Settlements, Inc. pursuant to its typical business model, methods and practices, for the sale of my/our life insurance policy(ies) as state above.
2. Recognizing the proprietary nature of such appropriate, conditional offers as evaluated, underwritten, solicited, generated and secured by Life Insurance Settlements, Inc. for the period of time as described above and pursuant to this Broker Authorization & services Agreement.

In all respects in connection with the transaction, the Broker, Life Insurance Settlements, Inc. will act exclusively on behalf of the Seller and the Insured, and owes duties to the Seller and the Insured, and has not acted on behalf of, and owes no duties to, the Purchaser or its successors or permitted assigns. The Broker, Life Insurance Settlements, Inc. will use its best efforts, on behalf of the Seller, to obtain the most favorable terms and conditions for the Seller in respect of the sale of the Policy, including, without limitation, the best price for the Policy. Life Insurance Settlements, Inc. issues no guarantee that the life insurance policy will be sold, and is under no obligation to purchase the policy or to ultimately find a life settlement provider for the policy(ies) and is not responsible for any breach committed by a life settlement provider, if such life settlement provider is identified.

 Signature of Insured Date Printed Name

 Signature of Policy Owner Date Printed Name
 (If other than insured)

 Signature of Insured Date Printed Name
 (If more than one)

 Signature of Policy Owner Date Printed Name
 (If more than one)

 Signature of Authorized Officer of Life Insurance Settlements, Inc. Date
 LIS. ND BOR