



VIATICAL SETTLEMENT APPLICATION

A. PERSONAL INFORMATION - INSURED (PRINT OR TYPE)

Name of Insured: _____ Male Female

Date of Birth: _____ SSN: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email Address: _____

Marital Status: Single/Never Married Married Divorced Separated Widow/Widower

If Married, Name of Spouse: _____ Dependent Children? No Yes

Complete for Second Insured, if applicable.

Is the Second Insured deceased? Yes No

Name of Insured: _____ Male Female

Date of Birth: _____ SSN: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email Address: _____

Marital Status: Single/Never Married Married Divorced Separated Widow/Widower

If Married, Name of Spouse: _____ Dependent Children? Yes No

B. MEDICAL INFORMATION

Medical History of Insured: _____

Primary Physician: _____ Telephone number: _____

Specialist: _____ Telephone number: _____

Complete for Second Insured, if applicable.

Medical History of Insured: _____

Primary Physician: _____ Telephone number: _____

Specialist: _____ Telephone number: _____

For additional medical or physician information, please provide a supplementary page.

C. LIFE INSURANCE INFORMATION

Insurance Company: _____ Policy Number: _____

Face Amount: _____ Date of Issue: _____

Policy Type: Term UL WL SUL SWL VUL Other: _____

Annual Premium Amount: _____ Premium Due Date: _____

Last Premium Paid Date: _____ Amount Paid: _____

D. PERSONAL INFORMATION – POLICY OWNER (Viator) Is the Insured also the Policy Owner? Yes No

Complete if Policy Owner is an individual other than the Insured.

Name of Policy Owner: _____

Relationship to Insured: _____

Date of Birth: _____ SSN: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email Address: _____

Driver's License Number: _____ State of Issue: _____

Marital Status: Single/Never Married Married Divorced Separated Widow/Widower

If Married, Name of Spouse: _____

Is the policy owner a defendant in any suits or legal actions? Yes No

Has the policy owner ever declared bankruptcy? Yes No

Complete if Policy Owner is Trust, Corporation, Partnership, or Other Entity.

Name of Policy Owner: _____

Name of Authorized Representative and Title: _____

Tax ID Number: _____ State of Formation: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email Address: _____

Is the policy owner a defendant in any suits or legal actions? Yes No

Has the policy owner ever declared bankruptcy? Yes No

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Please complete the following questions.

1. Has the Policy Owner changed since the policy was issued? Yes No
If yes, please list name of initial Policy Owner: _____
2. Name of current Beneficiary: _____
Relationship to Insured: _____
3. Has Beneficiary changed since the policy was issued? Yes No
If yes, please list name of initial Beneficiary: _____
Relationship to Insured: _____
4. What was the Insured's and Policy Owner's original purpose for buying the policy? Explanations such as "estate planning" should be expanded upon.

5. 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? Yes No
If yes, describe the arrangement in detail and provide copies of documents relating to the arrangement.

6. Has the Insured or Policy Owner ever assigned the policy or policy benefits to any person or entity?
 Yes No If yes, describe the details of such assignment.

7. Has the policy or any of the policy premiums been financed by a third party, either through a loan, equity contribution or otherwise? Yes No
If yes, please describe the financing arrangement in detail and provide copies of any document related to that arrangement.

Name of Lender: _____
Principal loan amount: _____
Loan Maturity balance (*payoff amount*): _____ Loan Maturity date: _____

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., 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 VIATICAL 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 it's 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, viatical 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 and 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. Copy of Life Insurance Policy to be sold, including the application for insurance
- B. Copy of Insured and Policy Owner Picture ID
- C. Copy of Social Security Card
- D. Last Premium Statement from your life insurance company (if available)

Signature page to follow.

VIATICAL SETTLEMENT APPLICATION, Page 5

The undersigned acknowledges they have read and fully understand this viatical settlement application.

LIFE INSURANCE POLICY OWNER

Signature: _____

Printed Name: _____

Date: _____

WITNESS

Signature: _____

Printed Name: _____

Date: _____

INSURED (if other than the policy owner)

Signature: _____

Printed Name: _____

Date: _____

WITNESS

Signature: _____

Printed Name: _____

Date: _____

LIFE INSURANCE POLICY OWNER

Signature: _____

Printed Name: _____

Date: _____

WITNESS

Signature: _____

Printed Name: _____

Date: _____

INSURED (if other than the policy owner)

Signature: _____

Printed Name: _____

Date: _____

WITNESS

Signature: _____

Printed Name: _____

Date: _____

This signature page may be duplicated if there are more than two (2) policy owners.

AUTHORIZATION TO USE AND DISCLOSE PROTECTED HEALTH INFORMATION



| | | |
|--|--|--|
| A. Patient's Name (<i>please print</i>): | Date of Birth: ____/____/____ Month Day Year | Medical Record Number (if known): |
| Address: | Telephone Number | Social Security Number (last 4 digits): |

B. Permission to Share: I give my permission to share my individually identifiable health information, which may include protected or privileged information in written and/or verbal form.

| | |
|--|--|
| Released From: Name: _____ Address: _____ Telephone: _____ Fax: _____ | Released To: Life Insurance Settlements, Inc. 1180 SW 36 th Avenue, Suite 201 Pompano Beach, FL 33069 Telephone 1-866-326-5433 |
|--|--|

I, _____ (**Name of Individual**), 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 photo static 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: 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 information may include information concerning communicable diseases such as Human Immunodeficiency Virus ("HIV") and Acquired Immune Deficiency Syndrome ("AIDS"), mental illness (except for psychotherapy notes), chemical or alcohol dependency, laboratory test results, medical history, treatment, billing, insurance or any other such related information.

4. Purpose of Disclosure: 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.

AUTHORIZATION TO USE AND DISCLOSE PROTECTED HEALTH INFORMATION, Page 2

5. Expiration: This authorization to disclose personal health information shall remain valid for twenty-four (24) months following the date of signature. If authorization shall remain valid for a specific length of time that is less than twenty-four (24), please specify the expiration date: _____.

6. 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.

7. 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 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. A copy of this authorization is as valid as the original.

PATIENT OR INDIVIDUAL

Signature: _____

Printed Name: _____

Date: _____

SENSITIVE INFORMATION - I understand and agree to the disclosure of the following information by placing my initials:

_____ Mental Health Records

_____ Drug & Alcohol Treatment Records

_____ HIV/AIDS Records

PERSON AUTHORIZED TO SIGN ON BEHALF OF PATIENT OR INDIVIDUAL

Signature: _____

Printed Name: _____

Relationship to Patient: _____

Date: _____

For example: Power of Attorney, Guardian ad Litem or similar status. Please attach a copy any official document confirming this status. Not to be signed by an insurance agent, attorney, or financial representative.



LIFE INSURANCE INFORMATION RELEASE FORM

| | |
|----------------|-------|
| Policy Owner: | _____ |
| Insured: | _____ |
| Policy Number: | _____ |
| Insurer: | _____ |

I hereby authorize my insurance company to furnish Life Insurance Settlements, Inc. and/or any of its affiliates, directors, officers, employees, agents, independent contractors, service providers or other authorized representatives ("LIS"), with any information, forms, riders or amendments in connection with any life insurance policy under which my life is insured (including any conversions or replacements).

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

I specifically authorize and request my insurance company and each authorized discloser, viatical settlement broker, and viatical settlement provider to rely upon a photo static or facsimile copy or other reproduction of this authorization as valid as the original.

Please accept this release form in lieu of any third-party authorization form the insurer may have.

I agree and acknowledge this authorization shall remain valid for one year after the date signed.

LIFE INSURANCE POLICY OWNER

Signature: _____

Printed Name: _____

Date: _____

SSN/Tax ID: _____

LIFE INSURANCE POLICY OWNER

Signature: _____

Printed Name: _____

Date: _____

SSN/Tax ID: _____



DISCLOSURE TO VIATICAL SETTLEMENT APPLICANT

With each application for a viatical settlement contract, a viatical settlement provider or viatical settlement broker shall provide the viator with at least the following disclosures no later than the time the viatical settlement contract is signed by all parties. The disclosures shall include distribution of a brochure describing the process of viatical settlements. The NAIC form for the brochure shall be used unless another form is developed or approved by the Director. The viatical settlement broker shall provide the following information to the viator:

1. That there are possible alternatives to viatical settlement contracts including any accelerated death benefits or policy loans offered under the viator's life insurance policy.
2. That a viatical settlement broker represents exclusively the viator, and not the insurer or the viatical settlement provider, and owes a fiduciary duty to the viator, including a duty to act according to the viator's instructions and in the best interest of the viator.
3. That some or all of the proceeds of the viatical settlement may be taxable under federal income tax and state franchise and income taxes, and assistance should be sought from a professional tax advisor.
4. That proceeds of the viatical settlement may be subject to the claims of creditors.
5. That the receipt of the proceeds of a viatical settlement may adversely affect the viator's eligibility for Medicaid or other government benefits or entitlements, and advice should be obtained from the appropriate government agencies.
6. The viator has the right to rescind a viatical settlement contract before the earlier of sixty (60) calendar days after the date upon which the viatical settlement contract is executed by all parties or thirty (30) calendar days after the viatical settlement proceeds have been paid to the viator, as provided in §7510 (f) of this Act. Rescission, if exercised by the viator, is effective only if both notice of the rescission is given, and the viator repays all proceeds and any premiums, loans and loan interest paid on account of the viatical settlement within the rescission period. If the insured dies during the rescission period, the viatical settlement contract shall be deemed to have been rescinded, subject to repayment by the viator or the viator's estate of all viatical settlement proceeds and any premiums, loans and loan interest paid on account of the viatical settlement within sixty (60) days after the insured's death.
7. That funds will be sent to the viator within three (3) business days after the viatical settlement provider has received the insurer or group administrator's written acknowledgment that ownership of the policy or interest in the certificate has been transferred and the beneficiary has been designated
8. That entering into a viatical 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 viator and that assistance should be sought from a financial adviser.

DISCLOSURE TO VIATICAL SETTLEMENT APPLICANT, Page 2

9. The viatical settlement provider company, not the owner, may compensate LIS based on a formula that is a percentage of the face value of the life insurance policy. For example, compensation for a \$100,000 policy could be: $8\% \times \$100,000$ (face value) = \$8,000.00.
10. All medical, financial or personal information solicited or obtained by a viatical settlement provider or viatical settlement broker about an insured, including the insured's identity or the identity of the insured's family members, a spouse or a significant other, may be disclosed as necessary to effect the viatical settlement between the viator and the viatical settlement 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 (2) years.
11. That following execution of a viatical contract, the insured may be contacted for the purpose of determining the insured's health status and to confirm the insured's residential or business street address and telephone number, or as otherwise provided in this Act. This contact shall be 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. All such contacts shall be made only by a viatical settlement provider licensed in the state in which the viator resided at the time of the viatical settlement, or by the authorized representative of a duly licensed viatical settlement provider.

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

- a. The name, business address, and telephone number of the viatical settlement broker;
- b. A full, complete, and accurate description of all offers, counteroffers, acceptances, and rejections relating to the proposed viatical settlement contract;
- c. A written disclosure of any affiliations or contractual arrangements between the viatical settlement broker and any person making an offer in connection with the proposed viatical settlement contracts;
- d. The amount and method of calculating the broker's compensation, which term "compensation" includes anything of value paid or given to a viatical settlement broker for the placement of a policy;
- e. Where any portion of the viatical settlement broker's compensation as defined in (d) of this subsection, is taken from a proposed viatical settlement offer, the broker shall disclose the total amount of the viatical settlement offer and the percentage of the viatical settlement offer comprised by the viatical settlement broker's compensation; and

DISCLOSURE TO VIATICAL SETTLEMENT APPLICANT, Page 3

LIFE INSURANCE POLICY OWNER'S (VIATOR) ACKNOWLEDGMENT: By signing below, the policy owner (viator) affirms that they were provided this disclosure document by Life Insurance Settlements, Inc., along with an NAIC brochure entitled "Selling Your Life Insurance Policy - Understanding Viatical Settlements". The policy owner (viator) affirms that they have read the above disclosures and referenced brochure.

LIFE INSURANCE POLICY OWNER (VIATOR)

Signature: _____

Printed Name: _____

Date: _____

LIFE INSURANCE POLICY OWNER (VIATOR)

Signature: _____

Printed Name: _____

Date: _____

WITNESS

Signature: _____

Printed Name: _____

Date: _____

WITNESS

Signature: _____

Printed Name: _____

Date: _____

INSURED (if other than the viator)

Signature: _____

Printed Name: _____

Date: _____

INSURED (if other than the viator)

Signature: _____

Printed Name: _____

Date: _____

WITNESS

Signature: _____

Printed Name: _____

Date: _____

WITNESS

Signature: _____

Printed Name: _____

Date: _____

VIATICAL SETTLEMENT BROKER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

*This signature page may be duplicated if there are more than two (2) viator/policy owners.
Two (2) witnesses are required if there is more than one (1) viator/policy owner and/or more than one (1) insured.*



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 viatical settlement broker, Life Insurance Settlements, Inc. incurs the necessary, required and related costs to facilitate your viatical settlement transaction while providing the following services including but not 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 viatical settlement providers.
- Best execution negotiation to maximize fair market value of viatical settlement.
- Closing services including contract review and assistance with contingency requirements of viatical 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) _____:

Policy number _____ Issued by _____

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.

BROKER AUTHORIZATION & SERVICES AGREEMENT, Page 2

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 viatical settlement provider is identified.

I/We understand that Life Insurance Settlements, Inc. has a duty to find the most competitive offer available for my/our life insurance policy(ies). Therefore, I/we hereby grant to Life Insurance Settlements, Inc. the exclusive right to broker my/our life insurance policy(ies) which may only be terminated upon thirty (30) days prior written notice. Prior to making the decision to sell the Policy, I/We have had the opportunity to discuss any questions about the transaction with other appropriate professionals such as my/our lawyer, accountant and tax advisor.

The undersigned acknowledges they have read and accept receipt of a copy of this Broker Authorization & Services Agreement.

LIFE INSURANCE POLICY OWNER

Signature: _____

Printed Name: _____

Date: _____

LIFE INSURANCE POLICY OWNER

Signature: _____

Printed Name: _____

Date: _____

INSURED (if other than the policy owner)

Signature: _____

Printed Name: _____

Date: _____

INSURED (if other than the policy owner)

Signature: _____

Printed Name: _____

Date: _____

VIATICAL SETTLEMENT BROKER

Signature: _____

Printed Name: _____

Date: _____