

# A. PERSONAL INFORMATION - INSURED (PRINT OR TYPE)

| Name of Insured:                           |                 | Male Fema               | ale    |
|--|-----------------|-------------------------|--------|
| Date of Birth:                             | SSN: _          |                         |        |
| Address:                                   |                 |                         |        |
| City:                                      |                 |                         |        |
| Telephone Number:                          | Email Addre     | ess:                    |        |
| Marital Status: Single/Never Married       | Married Dive    | orced Separated Widow/W | idower |
| If Married, Name of Spouse:                |                 | _Dependent Children?    | ] No   |
| Complete for Second Insured, if applicable | . Is the Second | Insured deceased? Yes   | ] No   |
| Name of Insured:                           |                 | Male Fema               | ale    |
| Date of Birth:                             | SSN: _          |                         |        |
| Address:                                   |                 |                         |        |
| City:                                      | State:          | Zip:                    |        |
| Telephone Number:                          | Email Addre     | ess:                    |        |
| Marital Status: Single/Never Married       | Married Dive    | orced Separated Widow/W | idower |
| If Married, Name of Spouse:                |                 | _Dependent Children?    | ] No   |
| B. MEDICAL INFORMATION                     |                 |                         |        |
| Medical History of Insured:                |                 |                         |        |
| Primary Physician:                         | Telephon        | e number:               |        |
| Specialist:                                | Telephon        | ne number:              |        |
| Complete for Second Insured, if applicable | <u>'•</u>       |                         |        |
| Medical History of Insured:                |                 |                         |        |
| Primary Physician:                         | Telephon        | e number:               |        |
| Specialist:                                | Telephon        | ne number:              |        |

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

# C. <u>LIFE INSURANCE INFORMATION</u>

| Insurance Company:   | Policy Number:  |
|--|---|
| Face Amount:   | Date of Issue:  |
| Policy Type: Term UL WI  | _ SUL SWL VUL Other:  |
| Annual Premium Amount:   | Premium Due Date:   |
| Last Premium Paid Date:  | Amount Paid:  |
| D. PERSONAL INFORMATION – VIATO  | OR (POLICY OWNER)   |
|  | d move to page 3. If no, please proceed to section E or F accordingly nt in any suits or legal actions?  Yes No |
| E. Complete if Viator (Policy Owner) is  | s an Individual   |
| Name of Viator (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 viator (policy owner) a defendant in Has the viator (policy owner) ever declare  F. Complete if Viator (Policy Owner) is |   |
|  | · · · · · · · · · · · · · · · · · · ·   |
| Name of Viator (Policy Owner):   |   |
| Name of Authorized Representative and  | Fitle:  |
|  | State of Formation:   |
| Address:   |   |
| City:  | State: Zip:   |
| Telephone Number: Is the viator (policy owner) a defendant in Has the viator (policy owner) ever declared  |   |

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# Please complete the following questions.

| 1. | Has the Viator (Policy Owner) changed since the policy was issued? Yes No  If yes, please list name of initial Viator (Policy Owner):  |  |  |
|----|--|--|--|
| 2. | Name of current Beneficiary:   |  |  |
| 3. | Has Beneficiary changed since the policy was issued?  If yes, please list name of initial Beneficiary:  Relationship to Insured:   |  |  |
| 4. | What was the Insured's and Viator's (Policy Owner) 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, Viator (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 Viator (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:   |  |  |

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#### 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., and all Viatical Settlement Providers licensed in Iowa where the viatical settlement case may be submitted for review.
- 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.

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

| <u>VIATOR (LIFE INSURANCE POLICY OWNER)</u>     | <u>VIATOR (LIFE INSURANCE POLICY OWNER)</u>     |
|---|---|
| Signature:                                      | Signature:                                      |
| Printed Name:                                   | Printed Name:                                   |
| Date:   |   |
| WITNESS   | WITNESS   |
| Signature:                                      | Signature:                                      |
| Printed Name:                                   | Printed Name:                                   |
| Date:   | Date:   |
| INSURED (if other than the viator/policy owner) | INSURED (if other than the viator/policy owner) |
| Signature:                                      | Signature:                                      |
| Printed Name:                                   | Printed Name:                                   |
| Date:   |   |
| WITNESS   | WITNESS   |
| Signature:                                      | Signature:                                      |
| Printed Name:                                   | Printed Name:                                   |
| Date:   |   |

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

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# **AUTHORIZATION TO USE AND DISCLOSE** PROTECTED HEALTH INFORMATION

A Patient's Name (please print).



Medical Record Number

| Month Day Year (if               | known):                             |
|----------------------------------|-------------------------------------|
|                                  | ocial Security Number st 4 digits): |
| n in written and/or verbal form. | formation, which may                |
| Released To:                     |                                     |
| 1180 SW 36 <sup>th</sup> Av      | enue, Suite 201                     |
| · ·                              | •                                   |
|                                  |                                     |
|                                  | Month Day Year  Telephone Number So |

Date of Rirth

- 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

|  | health information shall remain valid for twenty-four (24) shall remain valid for a specific length of time that is less:   |
|--|---|
| with respect to any Authorized HCP by notifying su<br>authorization and delivering my revocation by mail or pe<br>Authorized HCP; provided, that, any revocation of t      | understand that I may revoke this authorization any time ich Authorized HCP in writing of my revocation of this ersonal delivery at such address designated to me by such his authorization shall not apply to the extent that the this authorization prior to receiving written notice of my                                     |
|  | t or Eligibility for Benefits on Provision of Authorization. No nt, payment, enrollment or eligibility for benefits on whether  |
| care clearinghouse or health plan covered by the plansurance Portability and Accountability Act of 1996 (the as a result of this authorization, there is the potential for | n authorization requested by a health care provider, health privacy regulations promulgated pursuant to the Health e "HIPAA Privacy Regulations"). I further understand that, for my PHI that is disclosed by any Authorized HCP to an the Authorized Recipient and my PHI that is disclosed to by the HIPAA Privacy Regulations. |
| contained in this authorization is true and correct. I furth   | norization freely and unilaterally and that all information ner certify that this authorization is written in plain language signed authorization for future reference. A copy of this  |
| PATIENT OR INDIVIDUAL  | <b>SENSITIVE INFORMATION</b> - I understand and agree to the disclosure of the following information by placing my initials:  |
| Signature:   | Mental Health Records   |
| Printed Name:  | Drug & Alcohol Treatment Records  |
| Date:  | HIV/AIDS Records  |
| PERSON AUTHORIZED TO SIGN ON BEHALF OF PA  | ATIENT OR INDIVIDUAL  |
| Signature:   |   |
| Printed Name:  |   |
| Relationship to Patient:   |   |

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.

Date:



## **LIFE INSURANCE INFORMATION RELEASE FORM**

| Γ                            |                                     |   |  |                  |
|------------------------------|-------------------------------------|---|--|------------------|
|                              | Policy Owner:                       |   |  |                  |
|                              | Insured:                            |   |  |                  |
|                              | Policy Number:                      |   |  |                  |
|                              | Insurer:                            |   |  |                  |
| L                            |                                     |   |  |                  |
| directors, or representation | officers, employ ives ("LIS"), with | ees, agents, indeper any information, forms | sh Life Insurance Settlements, Inc. and/or and dent contractors, service providers or s, riders or amendments in connection with a conversions or replacements).   | other authorized |
| parties, as                  |                                     | pose of this sharing of                     | cal settlement providers, brokerage general significant is to obtain quotes for viatical significant significant control of the control of th |                  |
| broker, and                  | •                                   | nt provider to rely upor                    | company and each authorized discloser, vanishing a photo static or facsimile copy or other re  |                  |
| Please acce                  | ept this release fo                 | rm in lieu of any third-p                   | party authorization form the insurer may have  |                  |
| I agree and                  | acknowledge this                    | s authorization shall rer                   | main valid for one year after the date signed.   |                  |
| VIATOR (LI                   | IFE INSURANCE                       | POLICY OWNER)                               | VIATOR (LIFE INSURANCE POLICE  | CY OWNER)        |
| Signature: _                 |                                     |   | Signature:   |                  |
| Printed Nan                  | ne:                                 |   | Printed Name:  |                  |
| Date:                        |                                     |   | Date:  |                  |
| SSN/Tax ID                   | <b>)</b> :                          |   | SSN/Tax ID:  |                  |



#### **DISCLOSURE TO VIATICAL SETTLEMENT APPLICANT**

IMPORTANT – READ THIS DISCLOSURE FORM AND THE ENCLOSED VIATICAL SETTLEMENT INFORMATION BROCHURE NO LATER THAN THE TIME OF APPLICATION. You should carefully read the following points and seek financial, insurance, tax and other advice where appropriate.

- 1. 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. 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. 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. Proceeds of the viatical settlement could be subject to the claims of creditors.
- 5. 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 thirty days after the date upon which the viatical settlement contract is executed by all parties or fifteen days after the viatical settlement proceeds have been paid to the viator, as provided in section 508E.10, subsection 3 of the lowa Insurance Code. 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 that have been paid by the viatical settlement provider or purchaser within sixty days of the insured's death.
- 7. Funds will be sent to the viator within three business days after the viatical settlement provider has received the insurer's 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. 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. Assistance should be sought from a financial adviser.
- 9. Disclosure to a viator shall include distribution of a brochure describing the process of viatical settlements. The National Association of Insurance Commissioner's form for the brochure shall be used unless another form is developed and approved by the commissioner.

LIS.IA VSDISC Viator Initials Insured Initials

#### DISCLOSURE TO VIATICAL SETTLEMENT APPLICANT, Page 2.

- 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 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 years.
- 11. 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 the lowa Insurance Code. This contact shall be limited to once every three 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 duly licensed viatical settlement provider or by the authorized representative of a duly licensed viatical settlement provider.
- 12. The viatical settlement broker may not seek or obtain compensation from the viator without the written agreement of the viator obtained before the broker performs any services in connection to the transaction. A viatical settlement broker shall disclose to the viator before a viatical settlement contract is signed, the amount and method of calculation of the viatical settlement broker's compensation. The viatical settlement provider company 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% x \$100,000 (face value) = \$8,000.00. However, compensation may not exceed the amount of proceeds to the viator.

VIATOR (LIFE INSURANCE POLICY OWNER) ACKNOWLEDGMENT: I have read and fully understand this disclosure form. I have received copies of this disclosure form and the NAIC consumer brochure "Selling Your Life Insurance Policy – Understanding Viatical Settlements" to keep for my records.

| <u>VIATOR (LIFE INSURANCE POLICY OWNER)</u> | <b>INSURED</b> (if other than the viator/policy owner) |
|---|--|
| Signature:                                  | Signature:   |
| Printed Name:                               | Printed Name:  |
| Date:                                       | Date:  |
| VIATICAL SETTLEMENT BROKER                  |  |
| Signature:                                  |  |
| Printed Name:                               |  |
| Date:                                       |  |

This signature page may be duplicated if there are more than two (2) viators or insureds.

LIS.IA VSDISC Viator Initials Insured Initials



#### **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 life settlement.
- Closing services including contract review and assistance with contingency requirements of viatical settlement providers.

| 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       |  |
| Dy signing this sutherination and save around $1/\omega$   | a amlara awara: |  |

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.

LIS.IA-VSBOR Viator Initials Viator Initials

#### **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 viatical 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.

| <u>VIATOR (LIFE INSURANCE POLICY OWNER)</u>     | <u>VIATOR (LIFE INSURANCE POLICY OWNER)</u>     |
|---|---|
| Signature:                                      | Signature:                                      |
| Printed Name:                                   | Printed Name:                                   |
| Date:   |   |
| INSURED (if other than the viator/policy owner) | INSURED (if other than the viator/policy owner) |
| Signature:                                      | Signature:                                      |
| Printed Name:                                   | Printed Name:                                   |
| Date:   | Date:   |
| VIATICAL SETTLEMENT BROKER                      |   |
| Signature:                                      |   |
| Printed Name:                                   |   |
| Date:   |   |

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