



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? ☐ Yes ☐ No

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.

VIATICAL SETTLEMENT APPLICATION, Page 2

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 – VIATOR/POLICY OWNER

Is the Insured also the Policy Owner? ☐ Yes ☐ No

If yes, please answer the following and move to page 3. If no, please proceed to section E or F accordingly.

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

Has the viator/policy owner ever declared bankruptcy? ☐ Yes ☐ No

E. Complete if Viator/Policy Owner is 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 any suits or legal actions? ☐ Yes ☐ No

Has the viator/policy owner ever declared bankruptcy? ☐ Yes ☐ No

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

Name of Viator/Policy Owner: _____

Name of Authorized Representative and Title: _____

Tax ID Number: _____ State of Formation: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email Address: _____

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

Has the viator/policy owner ever declared bankruptcy? ☐ Yes ☐ No

VIATICAL SETTLEMENT APPLICATION, Page 3

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: _____
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 Viator/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, 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: _____

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 Nevada 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 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, viatical settlements, inter vivos 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 (VIATOR)

Signature: _____

Printed Name: _____

Date: _____

WITNESS

Signature: _____

Printed Name: _____

Date: _____

INSURED (if other than the viator/policy owner)

Signature: _____

Printed Name: _____

Date: _____

WITNESS

Signature: _____

Printed Name: _____

Date: _____

LIFE INSURANCE POLICY OWNER (VIATOR)

Signature: _____

Printed Name: _____

Date: _____

WITNESS

Signature: _____

Printed Name: _____

Date: _____

INSURED (if other than the viator/policy owner)

Signature: _____

Printed Name: _____

Date: _____

WITNESS

Signature: _____

Printed Name: _____

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.

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
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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. All medical information solicited or obtained shall be subject to the applicable provisions of state law relating to confidentiality of medical information. This information may include information concerning communicable diseases such as Human Immunodeficiency Virus ("HIV") and Acquired Immune Deficiency Syndrome ("AIDS"), reproductive health care, mental health care (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 (VIATOR)

Signature: _____

Printed Name: _____

Date: _____

SSN/Tax ID: _____

LIFE INSURANCE POLICY OWNER (VIATOR)

Signature: _____

Printed Name: _____

Date: _____

SSN/Tax ID: _____



Policy Owner: _____
Insured: _____
Policy Number: _____
Insurer: _____

Re: Authorization for requests of information

To Whom It May Concern:

Please accept this letter as authorization for Life Insurance Settlements, Inc. to request information relating to the life insurance policies referenced above. The requested information may include, but is not limited to, requests for confirmation of ownership and beneficiary information, verification of policy values, premium payments and illustrations.

Please note that this letter does NOT authorize Life Insurance Settlements, Inc. to make any changes relating to the policy, such as change of ownership, change of beneficiary, or any other assignment or lien against the policy.

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

Authorized personnel at Life Insurance Settlements, Inc. include:

Peter Gaynor	President
John Haynie, Jr	Vice President
James Nutt	Secretary
Loretta Kaplan	Treasurer, Operations Manager, Director of Contract Services
Daxton Fryer	Senior Analyst
Craig Campbell	Senior Analyst
Gage Gaynor	Analyst
Gibson Nutt	Analyst
Jack Carlton	Analyst
Mark Mrky	Senior Analyst
Oleg Eydelman	Senior Analyst
Nicole Lee	Senior Case Manager, Contract Services
AnnMarie Partis	Senior Case Manager
David Cooper	Senior Case Manager

Sincerely,

Signature: _____ (Viator/Policy Owner)

Printed Name: _____

Date: _____



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 Nevada Division of Insurance. The viatical settlement broker shall provide the following information to the viator:

1. A broker of viatical settlements represents the viator exclusively, and not the insurer or the provider of viatical settlements, and owes a fiduciary duty to the viator, including a duty to act according to the instructions of the viator and in the best interest of the viator.
2. There are possible alternatives to viatical settlement, including any accelerated death benefits or policy loans offered under the viator's life insurance policy.
3. That a viatical settlement broker represents exclusively the viator and not the insurer or the viatical settlement provider. Furthermore, the viatical settlement broker owes a fiduciary duty to the viator including the duty to act according to the viator's instructions and in the best interest of the viator.
4. Some or all of the proceeds of the viatical settlement may be taxable under the federal income tax or a state franchise or income tax, and assistance should be sought from a professional tax adviser.
5. Proceeds of the viatical settlement may be subject to the claims of creditors.
6. Receipt of proceeds of a viatical settlement may adversely affect the viator's eligibility for Medicaid or other governmental benefits, and advice should be sought from the appropriate governmental agencies.
7. The viator has a right to rescind a viatical settlement within the rescission period, as provided in NRS 688C.300, and if the insured dies during the rescission period, the settlement is deemed rescinded and all proceeds must be repaid to the provider within 60 days after the death of the insured. Rescission, if exercised by the viator, is effective only if the viator:
 - (1) Gives notice of the rescission to the provider or broker of viatical settlements; and
 - (2) Repays to the provider of viatical settlements all proceeds and any premiums, loans and loan interest paid on account of the viatical settlement or on behalf of the provider of viatical settlements, within the rescission period.
8. 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 or interest in the policy has been transferred and the beneficiary has been designated.
9. 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.
10. The viatical settlement provider company, not the owner, may compensate the viatical settlement broker 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: $8\% \times \$100,000 \text{ (face value)} = \$8,000.00$.

DISCLOSURE TO VIATICAL SETTLEMENT APPLICANT, Page 2

11. The name and address of the person responsible for monitoring the condition of the insured, the frequency of monitoring, the means of determining date of death and the means and time by which the date of death will be transmitted to the purchaser.
12. All medical, financial and personal information solicited or obtained by a provider or broker of viatical settlements about an insured, including the insured's identity and that of members of the insured's family, a spouse or other relationship, may be disclosed as necessary to effect the viatical settlement between the viator and the provider. If you are asked to provide this information, you will be asked to consent to the disclosure. Failure to consent may affect your ability to viaticate your policy. The information may be furnished to someone who buys the policy or provides money for the purchase.

VIATOR (LIFE INSURANCE POLICY OWNER) 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.

VIATOR (LIFE INSURANCE POLICY OWNER)

Signature: _____

Printed Name: _____

Date: _____

WITNESS

Signature: _____

Printed Name: _____

Date: _____

INSURED (if other than the viator)

Signature: _____

Printed Name: _____

Date: _____

WITNESS

Signature: _____

Printed Name: _____

Date: _____

VIATICAL SETTLEMENT BROKER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

VIATOR (LIFE INSURANCE POLICY OWNER)

Signature: _____

Printed Name: _____

Date: _____

WITNESS

Signature: _____

Printed Name: _____

Date: _____

INSURED (if other than the viator)

Signature: _____

Printed Name: _____

Date: _____

WITNESS

Signature: _____

Printed Name: _____

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, John R. Haynie as an officer of Life Insurance Settlements, Inc. (LIS). 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. Your designated viatical settlement broker 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 John R. Haynie and the authorized representative LIS 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 John R. Haynie and the authorized representative LIS 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 LIS 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 John R. Haynie and the authorized representative LIS 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 will act exclusively on behalf of the Viator and the Insured, and owes duties to the Viator 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 use its best efforts, on behalf of the Viator, to obtain the most favorable terms and conditions for the Viator in respect of the sale of the Policy, including, without limitation, the best price for the Policy. John R. Haynie and the authorized representative LIS 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 viatical settlement provider, if such viatical settlement provider is identified.

I/We understand that John R. Haynie and the authorized representative LIS has a duty to find the most competitive offer available for my/our life insurance policy(ies). Therefore, I/we hereby grant to John R. Haynie and the authorized representative LIS 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 (VIATOR)

Signature: _____

Printed Name: _____

Date: _____

LIFE INSURANCE POLICY OWNER (VIATOR)

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: _____