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PRODUCER AGREEMENT

www.lifesettlementproviders.com

866-509-5534

THE PRODUCER has the following address and contact data:

Name: _____

Street Address: _____

City, State & Zip Code: _____

Mailing Address (only if different) _____

Home Telephone (____) ____ - ____ Business Telephone (____) ____ - ____ Facsimile (____) ____ - ____

Security Number (or Fed. I.D.) is ____ - ____ - ____ [must be 9 digits long]

Producer's principal's Date of Birth is: ____ / ____ / ____

Producer's principal's sex is M or F (please circle one)

Producer's principal was born in _____, ____ [City, State]

Name Producer goes by or trade name: _____

Attach all current state licenses and indicate the expiration date of any life and/or viatical settlement producer and/or broker license and/or insurance license _____ [type] _____ [expiration date] (use a separate sheet of paper if necessary)

THIS AGREEMENT (the "Agreement") is made and entered into by and between Life Settlement Providers, LLC (the "Provider"), a Maryland limited liability company, and _____ (the "Producer"), a resident of _____ [name of state] or a legal person organized under the laws of _____ [name of state].

1. APPOINTMENT. The Provider desires the Producer, as an independent contractor of the Provider, to solicit applications for transactions involving the purchase of previously issued life insurance policies in force and beyond any contestable period in the policy or under applicable law, including for suicide (hereafter "Life and/or Viatical Settlements") (the party selling or conveying the life insurance policy is referred to hereafter as the "Viator"). The Producer agrees to act as a Life and/or Viatical Settlement producer and/or broker and to perform services as a Life and/or Viatical Settlement producer and/or broker in accordance with this Agreement and all applicable Federal and State laws, rules and regulations (hereafter "applicable Laws") governing the Producer and/or its representatives and the life and/or viatical settlement industry. The Producer shall obtain and maintain in force all licenses and/or registrations as may be required by any applicable Laws to act as a Life and/or Viatical Settlement producer and/or broker.

2. COMPENSATION TO PRODUCER.

- (a) **Completed Life and/or Viatical Settlement.** For purposes of this Agreement, a "Completed Life and/or Viatical Settlement" shall mean a settlement evidenced by a single contract for the purchase of a Life and/or Viatical Settlement as to which contract the time period for the Viator to rescind the contract under applicable Law has expired (hereafter the "Rescission Period").
- (b) **Compensation schedule.** The amount and method of calculating the Producer's compensation shall be set forth in a writing signed by the Producer and delivered to the Provider. During the period that this Agreement is effective, the Producer shall receive from Provider, as its compensation under this Agreement, payment on Completed Life and/or Viatical Settlements according to the contract between the Viator and the Producer, or the amount entered by the Producer on the offer letter returned to the Provider, whichever is less. The Provider shall pay any commission due directly to the Producer (after allocation for any sharing with another life and/or viatical settlement producer and/or broker) within seven (7) days of the Completed Life and/or Viatical Settlement(s), which is after the expiration of the Rescission Period. The Provider may, in its sole discretion, set off against any commission due and payable to the Producer under this Agreement any amounts due to the Provider by the Producer. No compensation shall be due after termination of this Agreement unless already earned and payable by the Provider to the Producer.



Producer initials

- (c) **Incentive programs.** The Provider may, from time to time and within its sole discretion, develop incentive programs for its Producers providing incentive compensation, and written announcement of such programs may be distributed to applicable Producers. The Provider may terminate any such incentive program at any time, and in such case the amount and method of calculating the Producer's compensation shall revert to the amount set forth in the writing signed by the Producer and delivered to the Provider pursuant to section 2(b). The Producer agrees to disclose any such incentive program and/or incentive compensation to the Viator or any other person or entity in compliance with all applicable Laws.
- (d) **Prohibited compensation.** The Producer shall only be paid as agreed between the Viator and the Producer and in accordance with this Agreement from proceeds actually received by Provider from Completed Life and/or Viatical Settlements effectuated by the Provider. The Producer agrees not to seek or accept compensation of any kind from a Viator, directly or indirectly, with respect to a Life and/or Viatical Settlement effectuated by the Provider, or any other compensation other than as set out or provided for in this Agreement, including seeking or accepting any money or anything of value or any service from an insured, a policy owner, a viator, a potential viator, or any person or entity whatsoever connected to the Viator or the Provider in conjunction with an application for a Life and/or Viatical Settlement delivered to the Provider other than as set out or provided for in this Agreement. In the event that the compensation payable to the Producer under this Agreement is prohibited by any applicable Laws for any other reason, the Producer compensation shall be considered to be immediately amended, without further action by the Producer or the Provider, to conform to such applicable Laws, including without limitation by reducing the compensation of the Producer. In any such case, the Producer shall be paid the maximum amended compensation allowed under such applicable Laws, but in no event in excess of what the Producer would have received prior to such amendment.
- e) **Credit investigation.** The Provider may conduct credit report checks on the Producer, from time to time, and the Producer hereby expressly consents to the Provider's obtaining such credit report information concerning the Producer. This Agreement is contingent upon the Provider's determination that the credit report information on the Producer is satisfactory in the Provider's sole discretion, and, if any credit report information conflicts with information supplied by the Producer, this Agreement may be deemed void at the sole discretion of the Provider. The Producer may dispute or explain any such credit report information.

3. DUTIES AND STATUS OF PRODUCER.

- a) **Limitation of Producer authority.** The Producer's authority under this Agreement is limited to representing that the Producer has this Agreement with the Provider for the Producer to solicit applications for Life and/or Viatical Settlements that the Provider will effectuate in accordance with the terms of this Agreement. In soliciting such applications, the Producer agrees to promote the best interests of the Viator, recognizing that the Producer will be entitled to compensation from the proceeds of the Life and/or Viatical Settlement effectuated by the Provider. The Producer is not authorized on behalf of the Provider concerning any Life and/or Viatical Settlement to accept any risk; to commit to a price; to complete, accept, or bind a Life and/or Viatical Settlement; to waive any right, provision, or condition; to agree to or incur any obligation, liability or expense, or receive, solicit, collect, keep or deposit any funds from a Life and/or Viatical Settlement besides the Producer's own compensation paid in accordance with this Agreement, it being understood and agreed that the Producer is the agent for and acts on behalf of the Viator, and for a fee, commission, or other valuable consideration paid in accordance with this Agreement is offering or attempting to negotiate life and/or viatical settlement transactions between a Viator and the Provider. The Provider and its employees shall have the sole discretion to determine the suitability of any Viator or any Viator's life insurance policy for a Life and/or Viatical Settlement to be effectuated by Provider.
- (b) **Acceptance/Rejection of applications for Life and/or Viatical Settlement.** The Provider, in its sole discretion, has the right to accept or reject any application for a Life and/or Viatical Settlement.
- c) **Disputes concerning Producer and others.** The Provider shall only pay compensation to the Producer pursuant to the terms of this Agreement and shall not pay or be otherwise responsible for any referral fees, compensation, or other payment due or claimed to be due to any other person and/or entity, including any director, officer, employee, representative, or agent of the Producer, in connection with any Life and/or Viatical Settlement. The Producer agrees to and shall defend and indemnify the Provider from and against any claim for compensation and/or damages by any such person and/or entity. The Provider may, but is not required to, arbitrate any dispute between or among its Producers with respect to any Life and/or Viatical Settlement, and any such decision of the Provider as to any such dispute shall be binding on all Producers with respect to such Life and/or Viatical Settlement. The Producer agrees that in any such dispute, under no circumstances shall Producer make any claim against the Provider for any reason.



Producer initials

d) **Producer as independent contractor.** Nothing contained in this Agreement is intended to nor shall it be construed to make the Producer an employee, co-venturer or partner of the Provider. The Producer is deemed to be, and agrees to be, and is an independent contractor as to the Provider for purposes of this Agreement. The Producer is free to work with other providers and to exercise the Producer's own discretion as to the amount of time the Producer shall expend under this Agreement, and the manner, means, and details of the conduct of the business of the Producer under this Agreement.

4. ADVERTISING AND MARKETING MATERIALS. The form and content of all advertising and marketing materials in any media (including radio or television commercials) using the Provider's name, logo, trademark, service mark, or any combination thereof, must be approved in writing by the Provider prior to use. After the form and content of such advertising or marketing materials have been approved by the Provider, the time and place of their use shall be at the discretion of the Producer, unless such advertising and marketing materials are prohibited by applicable Laws or the Provider has communicated in writing to the Producer that such advertising and marketing materials are prohibited or this agreement has been terminated.

5. PROPERTY OF THE PROVIDER. Any and all property of the Provider provided to the Producer, including, but not limited to, advertising and marketing materials, hand-outs, books, manuals, computer disks, computer software, flyers, business cards, videos, audio tapes, artwork, flip charts, overhead transparencies, forms, applications, supplies, records, forms, documents, contracts, etc., shall remain property of the Provider at all times. Upon termination of this Agreement, or sooner if requested, the Producer shall return to the Provider on demand all such property supplied by or otherwise belonging to the Provider in Producer's possession or under Producer's control, it being understood that all such items shall be and remain the property of the Provider. However, for the purposes of taxes and bookkeeping, the Producer shall be entitled to retain copies of all financial records. No alterations may be made by the Producer to the property of the Provider referenced in this and the prior paragraph without the written consent of the Provider.

6. CONFIDENTIALITY. The Producer, and its directors, officers, employees, consultants, representatives, assigns, and agents agree to keep strictly confidential and not to make available or to disclose to any individual, corporation or entity any confidential information or materials without the prior written consent of the Provider, unless subpoenaed in accord with any applicable Laws or during a judicial or administrative proceeding. In the case of any such subpoena or judicial or administrative proceeding, the Producer agrees to immediately give written notice to the Provider of such subpoena or judicial or administrative proceeding. "Confidential information or materials" include but are not limited to information and documents concerning the identity, diagnosis, treatment, condition, and prognosis of any Viator as well as any information and documents concerning the Provider's customers, business methods, programs, practices, or techniques. The Producer shall return to the Provider on demand any such confidential information in its possession or under the Producer's control. This confidentiality provision shall survive the termination of this Agreement.

7. INDEMNIFICATION. The Producer (the "Indemnitor") shall indemnify, defend, and hold harmless the Provider and its directors, officers, members, shareholders, employees, agents and representatives (collectively, the "Indemnitee") from and against any losses, damages, claims, demands, or liabilities (including without limitation any regulatory fine, penalty, and forfeiture, court costs, and reasonable attorney fees) the Indemnitee may incur which are attributable to the negligent, fraudulent, unlawful, or criminal acts or omissions of the Indemnitor or of any of its officers, directors, agents, or employees, unless such act or omission was at the specific written direction of the Indemnitee.

8. NONRECRUITMENT AND NONINTERFERENCE. The Producer acknowledges, understands, and agrees that the Provider has expended great time and expense in hiring, training, and retention of its employees, agents and representatives. The Producer therefore hereby agrees that, upon the termination or expiration of this Agreement, and for a period of two (2) years thereafter, the Producer will not, directly or indirectly, for the Producer or for any other person or entity, recruit, solicit, hire, retain, interfere with, or endeavor to entice away from the Provider any of the Provider's employees, agents, or representatives, nor will Producer persuade or attempt to persuade any person or entity from doing business with Provider or otherwise interfere in any way with the Provider's economic and business relations.

9. TERMINATION OF AGREEMENT This Agreement may be terminated for any reason by either party upon five (5) business days prior written notice to the other party. This Agreement may be terminated immediately by either party upon delivery to the other party of a notice of material violation or breach of the Agreement by such other party, or by mutual consent of both parties. Upon the effective date of termination of this Agreement, the Producer shall cease all activities as a producer and/or broker with respect to the Provider. The Producer agrees that the Provider shall have the right to attempt to complete any Life and/or Viatical



Producer initials

Settlement with or without the cooperation of the Producer, and in any such case the Provider agrees to compensate the Producer for any such Completed Life and/or Viatical Settlement according to the terms of section 2(b) of this Agreement.

10. INJUNCTIVE RELIEF. The Producer acknowledges, understands, and agrees that in the event of a breach or threatened breach of this Agreement the Provider will suffer irreparable harm for which it has no adequate remedy at law. The Producer therefore agrees that, in addition to all other remedies available at law, the Provider shall be entitled to specific performance, injunctive relief, and any other equitable remedy to enforce the provisions of this Agreement.

11. COSTS OF ENFORCEMENT. In the event a dispute arises concerning the enforcement of rights hereunder, the substantially prevailing party shall recover from the non-prevailing party his/her/its reasonable expenses, court costs, and reasonable attorneys' fees, whether suit be brought or not. As used herein, expenses, court costs, and attorneys' fees include expenses, court costs and attorneys' fees incurred in an appellate proceeding as well as in enforcing the rights provided for in this paragraph. All such expenses, costs, and fees shall bear interest at the rate of 10% per annum from the date of payment by the substantially prevailing party until the date of recovery from the non-prevailing party.

12. GOVERNING LAW. This Agreement shall be construed according to and governed by the laws of the State of Maryland, without regard to its conflicts of laws provisions.

13. COMPLIANCE WITH LAWS AND REGULATIONS. It is the sole responsibility of the Producer to perform the services set forth herein in full compliance with all applicable Laws, and all rules, programs, policies, and procedures established by the Provider. In states requiring licensing or registration for life and/or viatical settlement activities such as are to be performed by the Producer, the Producer agrees to provide the Provider with a copy of his/her license or registration, and the Producer agrees not to represent the Provider in any way until and unless permitted to do so in compliance with any such applicable Laws.

14. NO WAIVER. The forbearance of the Provider or of the Producer to enforce or require strict compliance with any of the provisions or conditions of this Agreement shall not operate as a waiver of, or as a release as to, that or any other such provision or condition.

15. THE COMPLETED "CONFIDENTIAL BACKGROUND QUESTIONNAIRE". The Confidential Background Questionnaire provided by the Producer is incorporated herein by reference and made a part of this Agreement.

16. THE COMPLETED "COMMITMENT TO ETHICAL LIFE AND/OR VIACIAL SETTLEMENT MARKET CONDUCT". The Commitment to Ethical Life and/or Viatical Settlement Market Conduct signed by the Producer is incorporated herein by reference and made a part of this Agreement.

17. NOTICE. All notices and other written communications provided for in this Agreement shall be deemed to have been duly given as follows: (a) upon delivery or transmission when delivered by hand or by facsimile transaction; (b) on the first business day after being sent when by overnight courier (such as Federal Express) or (c) on the second business day after being mailed when by the United States Postal Service, certified or registered mail, return receipt requested, postage prepaid; and (d) addressed to:

If to the Company:

Life Settlement Providers, LLC
6302A North Point Road
Baltimore, MD 21219-1015

If to the Producer:

or to such other person or at such other address as such party may designate by written notice given in accordance with this Agreement to the other party.

18. AGREEMENT SUBJECT TO LAWS, RULES, AND REGULATIONS. If any portion of this Agreement is in contravention of any federal or state law, rule, or regulation, Insurance Department directive or any governmental or administrative ruling, such portion shall be considered to be amended, without further action by the Producer or the Provider, to conform to such law, rule, regulation, directive or ruling.

19. MEDIATION; WAIVER OF JURY TRIAL AND PUNITIVE DAMAGES. Any controversy or claim between the parties arising out of or relating to this Agreement, which cannot be resolved by agreement of the parties, and which is not subject to injunctive relief, upon written demand of either party to the other shall be mediated by non-binding mediation in the state of Maryland, by one mediator chosen by the Provider on notice to the Producer, and the mediator shall apply Maryland law (without regard to its conflicts of laws provisions) with respect to all matters and render a short written opinion of findings and conclusions of law.



Producer initials

The parties further agree to pay, in equal shares, the costs and fees of mediation in advance. The mediator shall be chosen from among present or former Life and/or Viatical Settlement industry business executives not affiliated with the Provider or the Producer. Each party shall be provided with the opportunity, but is not required, to make up to a one-half day presentation of its position to the mediator. The mediator shall be guided in such mediation by the parties' intent, expressed herein, to have an independent, knowledgeable third party find the facts, apply the law, and give a written advisory opinion providing a reasoned view of the dispute and the parties' respective positions that hopefully resolves the matter. After such opinion, and subject to this Agreement, the parties are free to litigate any issue. The parties hereto expressly waive the right to a trial by jury, and expressly agree that punitive, treble, or any other like style exemplary or multiple damages shall not be sought or accepted under any circumstances.

20. SOLE BENEFIT. This Agreement and the related Compensation Schedule are made solely for the benefit of the Parties hereto and shall not be interpreted to inure to the benefit of any other person or entity not a party to this Agreement.

21. BINDING EFFECT. This Agreement shall be binding upon all of the parties hereto and shall inure to the benefit of all of the parties hereto and their heirs, successors, assigns, personal representatives, and legal representatives.

22. REVIEW AND INTERPRETATION OF AGREEMENT. The parties to this Agreement represent that they have read and understand this Agreement, that they have had the opportunity to consult with counsel who has explained this Agreement to them, and that they have signed this Agreement as their free and voluntary act. The parties also specifically agree that any rule of construction to the effect that ambiguities are to be resolved against the parties who drafted the Agreement shall not apply in the interpretation of this Agreement.

23. CAPTIONS FOR CONVENIENCE ONLY. Captions are inserted throughout this Agreement solely for convenience and such captions may not be indicative of all information, which may be combined under a particular caption.


24. INTEGRATION CLAUSE. This Agreement, including all attached exhibits, contains the entire agreement between the parties, and this Agreement may not be waived, changed, or modified except in a writing signed by all of the parties.

IN WITNESS WHEREOF, this Agreement is executed on the ____ day of _____, 20____.

FOR LIFE SETTLEMENT PROVIDERS, LLC



Life and/or Viatical Settlement Producer



Print Name

This contract has been registered by Life Settlement Providers, LLC and a copy filed in the Provider's Home Office on the _____ day of _____, 20____.

by _____
Signature of Authorized Officer of Life Settlement Providers, LLC



Producer initials

The purpose of this form is to assist Life Settlement Providers, LLC ("Provider") in its ongoing efforts to assure that any Life and/or Viatical Settlement services provided under this Agreement are consistent and compatible with Provider's sales activities and objectives which are aimed at the highest professional and ethical standards. All information provided by Producer will be held in strictest confidence.

Please print or type (answer N/A where appropriate)

PERSONAL

Name _____ Other Names Used _____ DBA Name _____

Social Security Number _____ Date of Birth _____ Marital Status _____ Spouse's Name _____ No. of Dependents _____
 / / _S _M _D _W

Home Address (Number & Street, City, State, ZIP Code) _____ County _____ No. Years _____ Home Telephone _____

List former addresses for past five years, Number & Street, City, State, ZIP Code)

1. _____
2. _____
3. _____

Business Address (Number & Street, City, State, ZIP Code) _____ County _____ No. Years _____ Business Telephone _____

Post Office Box (Number, City, State, ZIP Code) _____ Fax Number _____

Overnight Delivery Address (Number & Street, City, State, ZIP Code) _____ Fax Number _____ E-Mail Address _____

Where is mail to be delivered? _____ Driver License Number/State _____
 Business Resident P. O. Box

CORPORATIONS AND PARTNERSHIPS

Corporation Name: _____

Agency Principal: _____ Tax I.D. _____ State of Incorporation: _____

Street: _____ City: _____ State: _____ ZIP Code: _____

LICENSES HELD

LIST ALL LICENSES CURRENTLY HELD that relate to the sale of Life and/or Viatical Settlements, life insurance and/or financial products. Please enclose copy(ies) of current license(s) (use a separate sheet of paper if necessary).

Kind of License	License Number	State	Line(s) of License(s)
Insurance Resident			
Insurance Non-Resident			

Insurance Resident

Insurance Non-Resident

Do you have Professional Liability coverage (E&O) insurance? _____ yes _____ no

Professional Liability Policy Number: _____ Carrier: _____

Producer Initial  _____

PLEASE READ AND ANSWER EACH QUESTION

1. Do you owe any money to any Viatical, Life Settlement or life insurance company or have you ever discontinued selling for another Viatical or Life Settlement company when you were indebted to the company? ___ yes ___ no
2. Have you ever been a party to a bankruptcy or receivership proceeding involving your personal or business debts? ___ yes ___ no
3. Have you had or are you currently the subject of any personal or business tax liens, suites, or judgments? ___ yes ___ no
4. Has any Viatical or Life Settlement company ever terminated any agency, agent or broker contract with you for reason other than insufficient sales? ___ yes ___ no
5. Have you ever been the subject of any inquiry or proceeding by any insurance department? ___ yes ___ no
6. Has any person ever complained to an insurance department or other agency about your conduct as an agent? ___ yes ___ no
7. Has your insurance agent's license ever been suspended or have you ever been denied a license? ___ yes ___ no
8. Have you ever had a Surety or Fidelity Bond declined or cancelled? ___ yes ___ no
9. Have you ever been convicted or plead no contest to a crime? ___ yes ___ no

If the answer to any of these questions is 'YES', list the number and please provide a separate letter of explanation and support with documentation.


PROVIDE INFORMATION ABOUT ALL VIATICAL & LIFE SETTLEMENTS COMPANIES REPRESENTED FOR LAST FIVE YEARS

Name of Company	Date From	Date To	Number of Policies Brokered	Total Amount of Death Benefit Brokered

May your current employer or contracting parties (as applicable) be interviewed? _____ yes _____ no

ACKNOWLEDGEMENT OF RELIANCE AND CERTIFICATION OF TRUTH


The undersigned Producer applicant acknowledges and agrees that Provider will rely on the information furnished in this Confidential Background Questionnaire in determining whether to enter into a Producer Agreement, and therefore the undersigned Producer certifies that the information furnished in this Confidential Background Questionnaire is true and complete, and that no information requested has been concealed.

 _____
Producer Signature **Date**


AUTHORIZATION TO RELEASE OF INFORMATION AND DOCUMENTS

I, the undersigned, hereby expressly authorize all persons and entities (including, but not limited to, a business, corporation, former supervisor, credit agency, governmental agency, law enforcement authority, educational institution, State Insurance Department, the NASD, Vector One and any branch of the military services) to release all written and oral information about me to any employee, agent, or representative of Life Settlement Providers, LLC.


This Authorization, in original or copy form, is valid now or any time in the future.

 _____
Name **Date**

- I will conduct business according to high standards of honesty and fairness. I will represent myself and Life Settlement Providers, LLC, a Life and Viatical Settlement company, with the highest integrity, always striving to enhance the prestige of my profession.
- I will provide competent and client-focused sales and service to my customers which, in the same circumstances, I would apply to or demand for myself. I will accurately present all information necessary to enable my clients to make informed decisions. I will comply with all laws and regulations governing my business and professional activities.
- I will take reasonable efforts to determine the life and/or viatical settlement needs or financial objectives of my clients based upon relevant information obtained from them and enter into transactions which assist the customers in meeting their life and/ or viatical settlement needs or financial objectives.
- I will respond promptly to client feedback and will always place their interests above my own. I will provide fair and expeditious handling of all client complaints and disputes and make every effort to resolve them through Life Settlement Providers, LLC's complaint handling process.
- I will respect the confidentiality of information regarding my clients' personal and business information. I will exercise the highest integrity in cooperating with others who serve the needs of my clients.
- I will present sales and training materials and advertisements in a manner which is clear as to purpose, honest and fair as to content, and consistent with the needs of the client. All my Life and/or Viatical Settlement presentations will be based upon the principles of honesty, fair dealing, and good faith. All such materials will meet the approval of Life Settlement Providers, LLC.
- I will promptly advise Life Settlement Providers, LLC of any financial relationship or other situation which a disinterested person would reasonably believe could restrict my ability to act in accordance with the foregoing Producer's Commitment to Ethical Life and Viatical Settlement Market Conduct.
- I will immediately notify Life Settlement Providers, LLC of any suspected insurance fraud, clean sheeting or wet ink policies.

 _____
Signature of Producer

_____ Date

 _____
Print Name of Producer

- 1) Complete and sign a Producer Agreement.
- 2) Fully complete and sign the Producer's confidential background questionnaire.
- 3) Include a current copy of your state insurance license.
- 4) Sign and return Commitment to Ethical Viatical and Life Settlement market conduct.
- 5) Complete and sign W-9 Form.
- 6) Include a copy of E & O coverage (if available).
- 7) Return all completed and signed forms to Life Settlement Providers, LLC. at

Life Settlement Providers, LLC
Attn: Licensing & Contracting
6302A North Point Road
Baltimore, MD 21219-1015
(866)509-5534
Fax (410)477-1978