

## LSA Licensing and Servicing Agreement

### Terms of Use

#### 1. What the Agreement Covers.

This is an agreement between you and Charles M. Edwards Company, Inc. (the "Company"). Throughout this agreement and its services relationship, the Company may be referred to as "Life Settlement Administrators," "LSA," "we," "us" or "our." This agreement applies to any LSA website, services, web content licensed to you for use as your website, and materials licensed to you for use in your life settlement brokerage business, including any approved modifications made by you or us to the licensed website. All of these are collectively referred to in this agreement as the "services." **In the performance of any services provided to you, LSA is not a life settlement broker. LSA provides office support functions at the direction of you, the life settlement broker.**

**Please note that we do not provide warranties for the services. The agreement also limits our liability. These terms are in sections 16 and 17, and we ask you to read them carefully.**

#### 2. When You May Use the Services.

You may start using the services as soon as you have finished the registration process. No withdrawal right or other "cooling off" period applies to the services and you waive any applicable "cooling off" period, except if the law requires a "cooling off" period despite your waiver and even when services start right away.

#### 3. How You May Use the Services.

In using the services, you will:

- obey the law;
- obey any codes of conduct or other notices we provide;
- obey the [LSA Anti-spam Policy](#);
- keep your services account password secret; and
- promptly notify us if you learn of a security breach related to the services.

#### 4. How You May Not Use the Services.

In using the services, you may not:

- engage in, facilitate or further unlawful conduct, including representing policy owners in states where you are not licensed to engage in life settlement transactions;
- use the services in a way that harms us, our affiliates, vendors, or any clients of ours or our affiliates;
- use any portion of the services as a destination linked from any unsolicited bulk messages or unsolicited commercial messages ("Spam");
- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the services;
- damage, disable, overburden, or impair the services or interfere with anyone's use of the services; or
- resell or redistribute the services, or any part of the services.

#### 5. You Are Responsible For Your Account.

Only you may use your account (the "Master Account"). You are responsible for all fees and activity relating to your Master Account. You may not authorize any third party to access and/or use the services on your behalf except where we provide a mechanism for third parties to access the services on your behalf.

#### 6. Paying LSA.

**6.1 Charges.** This section applies in situations in which you directly pay us.

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**6.2 Payment.** When you create a billing account, you enter your payment method. You must be authorized to use the payment method. You authorize us to charge you for the services using your payment method **and for any recurring Monthly Master Account Fees and Processing Fees initiated by you while this agreement is in force.** You will pay Monthly Master Account Fees in advance. We may charge you a different amount than what you approved. If it is a greater amount, we will tell you the amount and the date of the charge at least 10 days before we make the charge. Also, we may charge you up to the amount you have approved, and notify you in advance of the difference. We may bill you for more than one of your prior billing periods together. If we informed you that the services will be automatically renewed, we may automatically renew your services and charge you for any renewal term unless you have cancelled.

**6.3 Updates to Your Billing Account.** You must keep all information in your billing account current, including your billing address and the expiration date of your credit card. Changes to your billing account can be made by calling our billing department at 800.492.5186 or by emailing [billing@lifeselementadmin.com](mailto:billing@lifeselementadmin.com). You may change your payment method at any time. If you tell us to stop using your payment method, we may cancel your services. **Your notice to us will not affect charges we submit to your billing account before we reasonably could act on your request.**

**6.4 Processing and Closing Fees.** Processing Fees vary based upon the number of insureds, policy owners and policies being processed. Processing Fees are paid using the payment method you chose when you created a billing account and are due and payable when a case is submitted for processing. A Closing Fee will be paid by you for each policy for which we have charged you a Processing Fee and that has been sold, even if you choose not to have us complete the final closing processing. Closing Fees will be invoiced to you and may be paid by check or, if approved by us, credit/debit card within 15 days of the invoice date. The Master Account holder is responsible for the payment of all Processing and Closing Fees.

**6.5 Fees and Fee Increases.** The fees for services exclude any legal costs, trust fees and costs, recording fees, extraordinary expenses, and taxes, if any, that apply to the processing of your client's case. You are responsible for any of these described expenses and are obligated to pay them in addition to any Monthly Account Fees, Processing Fees or Closing Fees. We may change the fees of the services from time to time, but we will tell you before we do.

- For Monthly Master Account Fees, we will tell you the date of any fee change. That date will be no less than 30 days after we tell you of the fee change.
- For Processing and Closing Fees, your use of the services will be charged at the prevailing fee rate disclosed and approved by you prior to commencement of the case processing.

If you do not agree to these changes, then you must cancel and stop using the services before the changes take place. If you cancel your services, then your services end at the end of your current services time length or, if we bill your account on a period basis, at the end of the period in which you cancelled.

**6.6 Refund Policies.** Processing Fees on cases cancelled after application packages have been sent to a prospective client but not returned will be refunded minus a cancellation fee of \$150 plus any third party costs (courier, etc.). Processing Fees on cases cancelled after applications have been received but before LE reports have been ordered will have a refund calculated by taking the Processing Fee paid minus the sum of \$400 per insured, \$150 for each policy beyond the 2<sup>nd</sup> policy, and any costs or liabilities incurred by LSA on behalf of that case (including, but not limited to, the costs of telephone, mailings, courier, printing, and medical record retrieval). Refunds will be processed within 10 days of your notification to us and, at the discretion of LSA, either credited to the account that was used to make the initial payment or used as an offset to any current receivables due to LSA in connection with other active or closed cases. There are no refunds on the Monthly Master Account Fee, Closing Fee, or optional Medical Review Fee.

**6.7 Statements; Errors.** We will not provide you with a billing statement each month regarding your Monthly Master Account Fees. Other billing statements will be provided as charges are incurred such as for Processing and Closing Fees. If we make an error on your bill, we will correct it promptly after you tell us and we investigate the charge. You must tell us within 120 days after an error first appears on your bill. **You release us from all liability and claims of loss resulting from any error that you do not report to us within 120 days after the error first appears on your statement.** If you do not tell us within this time, we will not be required to correct the error. We can correct billing errors at any time.

**6.8 If You Cancel the Services.** You may cancel the services at any time after the second month, with or without cause, upon 30 days written notice to LSA. To cancel your services, write to our billing department at the corporate address in the Contact Us section of our website or email your request to [billing@lifeselementadmin.com](mailto:billing@lifeselementadmin.com). Your

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cancellation of the services will not alter your obligation to pay all charges made to your billing account.

**6.9 If We Cancel the Services.** We may change the services or delete features at any time and for any reason. We may cancel or suspend your services at any time. Our cancellation or suspension may be without cause and/or without notice. Upon services cancellation, your rights to use the services stop right away. Once the services are cancelled or suspended, any data you have stored on the services may not be retrieved later. Our cancellation of the services will not alter your obligation to pay all charges made to your billing account. If we cancel the services in their entirety without cause, then we will refund you on a pro-rata basis the amount of payments that you have made corresponding to the portion of your services remaining right before the cancellation.

**6.10 Late Payment Charges.** Except to the extent prohibited by law, we may assess a late charge if you do not pay on time. You must pay these late charges when we bill you for them. The late charge will be the lesser of 2% of the unpaid amount each month or the maximum rate that is permitted by law. The late charge will be charged on the first day of every consecutive billing month thereafter until payment is made in full. In addition to the late charge, we will assess you a fee of \$25 for each credit transaction processed as payment for services but charged back to us as unpaid. We may use a third party to collect past due amounts. You must pay for all reasonable costs we incur to collect any past due amounts. These costs may include reasonable attorneys' fees and other legal fees and costs.

**6.11 Other Penalties for Late Payments; Suspension and Termination of Services.** Website hosting, public and other website access, licensing rights and all case processing may immediately be suspended if a Monthly Master Account Fee is not paid within 15 days of the monthly billing date due to the chargeback of an authorized renewal credit card payment for the services. If Monthly Master Account Fees are not paid for two consecutive months, all website hosting, licensing rights, and services will be terminated. Closing Fees are considered late on the business day immediately following the due date as indicated on the invoice. In addition to applicable late charges, website hosting, public and other website access, licensing rights, and processing of all cases will be suspended after two consecutive months of failure to pay any Closing Fee. Website hosting, public and other website access, licensing rights, and all case processing will be terminated after three consecutive months of failure to pay any Closing Fee. Payment of Closing Fees is the responsibility of the Master Account holder.

**6.12 Reinstatement Fee.** A \$125 fee will be charged to reinstate any suspended or terminated account. Reinstatement will be made only after all fees and penalties have been paid and prepayment terms have been arranged.

**6.13 Internet Access Services.** The services do not include Internet access. You are responsible for paying the fees charged by your Internet access provider. Those fees are in addition to the fees you pay us for the services.

**6.14 Domain Registration.** The services do not provide you with or maintain domain registration. You are responsible for paying the fees charged by your domain registrar to keep your domain actively registered. LSA does not control the availability of any domain name you seek to register or renew. You represent and warrant that any domain name you register, renew or transfer through the services will not infringe the rights of third parties.

**6.15 Other Taxes and Licensing Fees.** The services do not provide you with any local, state or federal licenses that may be required for you to operate. Obtaining any required business or life settlement licenses is your responsibility. Taxes or fees due in connection with any required licenses will be paid to the requesting agency directly by you and are in addition to the fees you pay us for the service.

## 7. Your Materials.

You may submit materials for use in connection with the services. However, with respect to content you post or provide, you grant to those who have access, free, unlimited, worldwide, nonexclusive and perpetual permission to:

- use, modify, copy, distribute and display the content in connection with the services;
- publish your name in connection with the content; and
- grant these rights to others.

You understand that LSA may need to make copies, change the format, or otherwise process content posted on the services in order to:

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- store and retrieve the content;
- make the content available to you and others with access; or
- conform to any limitations and terms of the services.

This section applies only to legally permissible content and only to the extent that use and publishing of the legally permissible content does not breach the law. You understand that sharing content that violates others' copyrights and other intellectual property rights violates this agreement. You represent and warrant that you have all the rights necessary for you to grant the rights in this section 7 and that the use and publication of the content does not breach any law. We will not pay you for your content. We may refuse to publish and/or remove your content from the services at any time. Use of your material to modify any copyrighted material that has been licensed to you as part of the services does not constitute a waiver of our protection under intellectual property law. The final modified product cannot be copyrighted by you and remains the property of LSA.

### 8. Privacy.

In order to operate and provide the services, we collect certain information about you. We use and protect that information as described in our Privacy Policy. A complete description of our Privacy, Security, and Anti-Spam Policies can be found at our [Privacy Policy](#) page.

We are also committed to maintaining the privacy and confidentiality of your clients' personal and medical information provided to us in connection with our involvement, on your behalf, in a transaction or a potential transaction. We only collect personal and medical information if your client has authorized us to collect such information by way of their completion of your Life Settlement Application, Authorization for Release of Medical Information, and Authorization for Release of Life Insurance Policy Information. We do not use the information for any other reasons and do not sell or rent your clients' personal information to third parties.

All information relating to your representation of a client is available only to those LSA employees directly involved on your client's particular case or to those outside firms contracted by us, on your behalf, to process information that relates to your client's case. Information is available on a need-to-know basis.

#### More on Information Sharing

Your client's personal and medical information may be shared in any of these limited circumstances:

- We have your client's consent.
- We provide such information to trusted businesses or persons for the sole purpose of processing your client's information on our behalf. When done, this information is subject to agreements that oblige those parties to process such information only on our instructions and in compliance with this Privacy Policy and appropriate confidentiality and security measures.
- We conclude that we are required by law or have a good faith belief that access, preservation or disclosure of such information is reasonably necessary to protect the rights, property or safety of our company or the public.
- A change of ownership such as in an acquisition by or merger with another company. In such an event, we will provide your client notice before personal or medical information transfers and becomes subject to a different privacy policy.

#### Changes to this Policy

Please note this Privacy Policy may change from time to time. We expect most such changes to be minor, but there may be changes that are more significant. We will notify you and your client if any changes are significant.

### 9. Your Client Relationship and Our Non-Encroachment.

Your clients are your clients. The Company, LSA, its subsidiaries or any of its directors or employees (or affiliates of any of the foregoing) will not employ, solicit or engage in any financial services transactions with any of your clients, agents, independent contractors, employees, or other associates ("Client/Associates") outside of the services provided on your behalf under this agreement. Client/Associates not otherwise identified to us in the ordinary course of

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processing your transactions shall be periodically provided to us by you in writing. The following shall constitute exceptions to anything contrary in this section 9:

- You specifically request, approve or release us, in writing, to work with your Client/Associate to provide services we can provide and that you either do not provide or have no desire to provide; or
- Prior to your introduction of the Client/Associate to us, we have had a documented transaction directly with the Client/Associate that was conducted without your involvement. In this event, (a) we will disclose this prior relationship to you at the time you introduce your Client/Associate to us, and (b) will agree not to solicit or engage in any transactions with your Client/Associate as they relate to the current transaction or services being provided to you under this agreement.

### 10. Non-Solicitation.

During the term of this agreement and for a period of twelve (12) months thereafter, you agree not to, directly or indirectly, solicit, recruit or employ any employee of ours without our prior written consent and payment to us of an employment placement fee equal to thirty (30) percent of that employee's first year total compensation with you.

### 11. Affinity Website.

If your services include use of our affinity website (the "affinity website"), you have been provided a license grant to use the affinity website, as modified, pursuant to the terms of its use. The license grant allows you to customize your affinity website to include your broker name, contact information, About Us page and Contact Us page. Other modifications to your affinity website will be considered for approval upon your request. Additional changes, approved by us, will be implemented by our website developer. Changes beyond those described in this section are provided for at an additional charge for which you will be billed directly by the website developer. The affinity website has been designed with basic search engine optimization features allowing it to be recognized by Google, Yahoo, and other search engines. If you would like to enhance this optimization, you may do so for an additional charge paid directly to our website developer.

**11.1 License Term.** The license granted for use of this affinity website and content is only valid while your domain is hosted on our servers and you are in compliance with all terms and conditions of this agreement.

### 12. Materials that LSA Licenses to You.

You may have access to media images, templates, forms, applications, agreements, marketing material and other forms of downloadable content ("media elements") associated with the services. If so, unless specifically restricted, you may copy and use the media elements, display, and distribute them, along with your modifications as part of your products, including your affinity website, but you may not (i) sell, license or distribute copies of the media elements by themselves or as part of any collection or product if the primary value of the product is in the media elements; (ii) grant customers of your product any rights to license or distribute the media elements; (iii) license or distribute any of the media elements that include representations of identifiable individuals, governments, logos, initials, emblems, trademarks or entities for any commercial purposes or to express or imply any endorsement or association with any product, entity or activity; or (iv) create obscene or scandalous works, as defined by law at the time the work is created, using the media elements. All rights to copy and use the media elements, display, and distribute them, along with your modifications as part of your products, including your affinity website, are immediately terminated upon termination of this agreement.

### 13. Copyright and Trademark Notice.

Our website, the affinity website, and media elements, including, but not limited to, text, photographs, graphics, illustrations, and other material (all such content collectively referred to as "Content") are protected under United States and international copyright laws and are the property of Charles M. Edwards Company, Inc. or its third-party licensors. All rights reserved. All logos, splash screens, page headers, custom graphics, and button icons displayed on this website or the affinity website are services marks or trademarks (collectively, "Marks") of Charles M. Edwards Company, Inc. or its third-party licensors. Except as specifically permitted herein, copying, distributing, transmitting, displaying, modifying, selling, or participating in the sale of, or otherwise exploiting or using any Content or any Marks in any form or by any means without the express written permission of Charles M. Edwards Company, Inc. is prohibited and may violate the copyright or trademark laws of the United States and/or other countries.

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### 14. Processing and Closing Services.

If your services include processing and closing services, LSA will provide you with the following:

Once we have received an [LSA Pre-Qualification Worksheet](#), at no charge, we will provide you with an LSA Preview of your proposed case to assist with determining its viability. The LSA Preview is a non-binding opinion rendered by LSA regarding the potential merits of the case and whether it has an opportunity, based upon facts included on the LSA Pre-Qualification Worksheet, to attract offers in the marketplace. With the authorization you provided in the LSA Pre-Qualification Worksheet, but at our sole discretion, we may speak with your potential client in an effort to obtain sufficient medical history to reach a determination. **No guarantee or warranty as to the price or whether the case will even obtain a price is given and no medical records or life expectancy estimates will be used in making this determination.**

At the conclusion of the LSA Preview, we will notify you of our findings. If you decide not to submit the case, we will discontinue any further action. However, if, you do decide to submit the case for processing and have submitted the appropriate payment, we will perform the following, as required of the case:

- Conduct a telephone interview with your new client to obtain the information needed for completion of the application and all forms.
- Complete and submit the application and all other forms and releases to all parties for signature and return.
- Order the policy illustrations, policy copy, copies of any trust documents, and medical records.
- Order two (2) life expectancy evaluations for each insured (if required) from two of the top four LE providers.
- Prepare the case in an electronic format for submission to your approved buyers.
- At your direction, submit the completed case to the buyers you designate.
- On your behalf, receive the offers on your case and initiate the second final round of bidding.
- Notify you in writing of all gross offers, including final offers, received from your approved buyers.
- At your direction after you have consulted with your client, notify the buyer their offer has been accepted.
- Work directly with your client and the buyer to complete all closing paperwork.
- Maintain involvement until you and your client have received full payment for the sale.

### 15. How We May Change the Agreement or the Affinity Website.

We may change this agreement, this website, any forms and applications, and/or the affinity website at any time without your permission. If we make any such changes, we will tell you at least 30 days before the change takes place. If you do not agree to these changes, then you must cancel and stop using the services before the change takes place. If you do not stop using the services, then your use of the services will continue under the change made.

### 16. LSA IS NOT A LIFE SETTLEMENT BROKER. WE MAKE NO WARRANTY.

**LSA IS NOT A LIFE SETTLEMENT BROKER, DOES NOT OPERATE AS A LIFE SETTLEMENT BROKER, AND MAKES NO WARRANTY THAT IT IS LICENSED IN ANY STATE AS A LIFE SETTLEMENT BROKER.**

We provide the services "as-is," "with all faults" and "as available." This website, the affinity website, its contents, media elements, and all information, products, and services contained in or offered through this agreement are provided on an "as-is" and "as available" basis without representations or warranties of any kind as to accuracy, state or federal compliance, or timeliness. We, our officers, directors, employees, affiliates, and vendors (collectively, the "LSA Parties") expressly disclaim all such representations and warranties, either express or implied, including, without limitation, warranties of title, merchantability, fitness for a particular purpose, and any implied warranties arising from course of dealing or course of

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performance. The LSA Parties do not warrant that this website, the affinity website, its contents, media elements, and all information, products, and services contained in or offered through this agreement will be complete, accurate, uninterrupted, secure, or error free or that the website or the server that makes it available are free of viruses or other harmful components. All information on the website or affinity website is subject to change with prior notice subject to paragraph 15.

### 17. LIABILITY LIMITATION.

You can recover from the LSA Parties only direct damages up to an amount equal to your Master Account Fee for one month. You cannot recover any other damages, including consequential, lost profits, special, indirect, incidental or punitive damages.

This limitation applies to anything related to:

- the services;
- affinity website content (including code), all applications, forms, or agreements;
- viruses or other disabling features that affect your access to or use of the services;
- incompatibility between the services and other services, software and hardware;
- delays or failures you may have in initiating, conducting or completing any transmissions or transactions in connection with the services in an accurate or timely manner;
- conflicts you may have conducting your transactions in states in which you are not licensed to conduct life settlement transactions; and
- claims for breach of agreement, breach of warranty, guarantee or condition, strict liability, negligence, or other tort.

It also applies even if:

- this remedy does not fully compensate you for any losses, or fails of its essential purpose; or
- LSA knew or should have known about the possibility of the damages.

### 18. Indemnification.

YOU AGREE TO PROTECT, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE COMPANY, LSA, ANY THIRD PARTY ENTITY RELATED TO US (INCLUDING, WITHOUT LIMITATION, THIRD-PARTY VENDORS), AND OUR EXECUTIVES, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, PARENT COMPANIES, AND SUBSIDIARIES FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, COSTS, JUDGMENTS, DAMAGES, CLAIMS, OR CAUSES OF ACTIONS FROM YOU OR YOUR CLIENTS, INCLUDING, WITHOUT LIMITATION, ANY AND ALL LEGAL FEES AND EXPENSES ARISING OUT OF OR RESULTING FROM YOUR USE OF THIS WEBSITE, THE AFFINITY WEBSITE, OR THE SERVICES.

### 19. Governing Law.

This agreement and services provided under it will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

### 20. Severability.

Any provision of this agreement which is found to be invalid or unenforceable due to conflict of relevant laws in a jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in that jurisdiction, without affecting in any way the legal effect of remaining provisions in the agreement.

### 21. Waiver.

Any failure to exercise or enforce any right or provision of this agreement will not constitute a waiver of such right or provision.

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### 22. Assignment.

We may assign this agreement, in whole or in part, at any time with or without notice to you. You may not assign this agreement, or any part of it, to any other person. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the services or any part of the services.

### 23. No Third-Party Beneficiaries.

This agreement is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors and assigns under this agreement.

### 24. Your Notices to Us.

You may notify us by U.S. mail, facsimile, or email using the contact information displayed on the [Contact Us](#) page of the LSA website. All correspondence should be addressed to Customer Service and include your account name, address, telephone number, and email address.

### 25. Notices We Send You; Consent Regarding Electronic Information.

This agreement is in electronic form. We may send you certain information in connection with the services and have the right to send you certain additional information. There may be other information regarding the services that the law requires us to send you. We may send you this information in electronic form. You have the right to withdraw this consent, but if you do, we may cancel your services. We may provide required information and documents to you:

- by email at the email address you specified when you signed up for your services;
- by access to our website that will be designated in an email notice sent to you at the time the information is available; or
- by facsimile or U.S. mail, if we choose for that purpose.

Notices provided to you via email will be deemed given and received on the transmission date of the email. As long as you can access and use the services, you have the necessary software and hardware to receive these notices. If you do not consent to receive any notices electronically, you must stop using the services.