

The Life Settlement Alliance, Inc.

AGREEMENT

This Agreement (Agreement) is made the ___ day of _____, 2002 by and between The Life Settlement Alliance, Inc. (LSA) and _____ (Master Agent).

WHEREAS, LSA is engaged in facilitating the sale of existing life insurance policies that are no longer deemed necessary by their owners. LSA engages multiple sources of funding for these transactions and assists independent agents and others in finding, submitting and negotiating the sale of such policies and

WHEREAS, _____ (Master Agent) desires to refer policy owners to LSA as an independent contractor on the terms contained herein.

IN CONSIDERATION of the above and other valuable consideration, LSA and Master Agent (collectively, the Parties) agree, subject to applicable law, as follows :

LSA shall:

1. Procure favorable contracts with funders.
2. For each completed transaction, pay Master Agent a fee equal to the lesser of (a) 3% of the net death benefit or (b) 50% of LSA's gross commission. Such fee shall be due upon receipt by LSA of its commission for the transaction.
3. For each completed transaction submitted by an agent who is referred to LSA by Master Agent, pay Master Agent a fee of (a) .5% of the net death benefit. Fee shall be due upon receipt by LSA of its commission for the transaction

Master Agent shall:

1. Provide information on prospective sellers of life insurance policies to LSA.
2. Cooperate with LSA and its representatives to facilitate such transactions.
3. Compensate any sub-agent from Master Agent's fee and hold LSA harmless from any claims for compensation by Master Agent's sub-agents.

The Parties:

1. Shall maintain (and cause their agents and representatives to maintain) the confidentiality of all information received from the other Party in furtherance of this agreement except as disclosure of such information to third parties is required to procure or facilitate the transactions contemplated herein.
2. May each terminate this Agreement upon thirty (30) days prior written notice to the other Party, provided any transactions in process prior to termination shall be governed by the terms herein.

3. Agree that any disputes between the Parties related hereto shall be subject to binding arbitration through the Florida offices of the American Arbitration Association.

IN WITNESS WHEREOF, the Parties enter into this Agreement as of the day and date first set forth above.

MASTER AGENT

By: _____

Its: _____

Address: _____

Telephone: () _____

Facsimile: () _____

THE LIFE SETTLEMENT ALLIANCE, INC.

By: _____

Its: _____

Address: 200 E. Broward Blvd., Suite 1135
Fort Lauderdale, FL 33301

Telephone: (800) 871-9440

Facsimile: (954) 525-8704