

## INSTRUCTIONS

Life Partners Position Holder Trust (the "PHT") has engaged Vida Capital, Inc. to provide services through its affiliate, Magna Servicing, LLC ("Magna") for the PHT pursuant to an agreement requiring that a Network Resources Access Form, and a related confidentiality agreement, if required, be on file before any Person will be granted access to folders on our Secure Site. To gain access to the Secure Site, please complete and sign the attached form and return it to Magna, accompanied by a signed copy of a Confidentiality and Non-Disclosure Agreement, if required, the form of which is available upon request sent to Magna Services, LLC, or by visiting the Life Partners Investors' website at [www.lpi-pht.com](http://www.lpi-pht.com). To discontinue use of the Secure Site or remove access for an adviser, or an employee/associate of yours if you are an adviser, please notify Magna to obtain the Termination Form. Magna will remove all access and disable passwords in accordance with the notice. In order to access the Secure Site, each user will also be required to accept the Terms and Conditions for Network Access posted on the site.

**Investor Name:** Please list the name of the Investor whose account information is the subject of the request for access, and is authorizing or has authorized access by another person (an "Adviser").

**Advisor/User Name:** Please list the name of the Advisor or User for which access is requested or required. If you are an Adviser who has been granted access by an Investor, name that Investor and also the Individual for whom you are requesting access to that Investor's account information.

**First and Last Name:** Enter the name of the person to be granted access.

**Email Address:** Enter the email address of the person to be granted access.

**Classification:** Indicate by checking the appropriate box (Employee or Third Party).

**Access to be Granted:** Indicate by checking the appropriate box (Read only or Read and Print).

- Read Only: By checking this box, the individual will have the ability to view the documents placed on the secure site.
- Read & Print: By checking this box, the individual will have the ability to view and print documents from the secure site.

**Signature Line:** Print your name as an Investor or authorized representative, and then print Investor or the name of the Entity or Company of which you are an authorized representative, in the blank fields provided. Please sign, date, and provide the relevant contact information.

**Passwords:** Upon receipt of Network Resources Access Form, Magna will contact each party and inform them of their username and temporary password, which is required to be changed upon first login. This will be delivered via email from Magna.

**Troubleshooting:** To reset your password, contact the Network Access Coordinator.

**Note:** Any requests for a third party to have access to the secure site will require a confidentiality agreement on file with Magna prior to granting access.

**Website:**



NETWORK RESOURCES ACCESS FORM  
Secure Site

*If necessary, please print additional forms.*

Date	
Advisor/User Name	
Investor Name	
<b>USER ACCESS INFORMATION</b>	
First & Last Name of the person to be granted access	
Email Address	
Classification	<input type="checkbox"/> Advisor <input type="checkbox"/> Employee <input type="checkbox"/> Third Party      Access to be Granted: <input type="checkbox"/> Read Only <input type="checkbox"/> Read and Print
<b>MAGNA INTERNAL USE ONLY</b>	
Portfolio	
Legal Authorization	x
Internal use only	<input type="checkbox"/> Affidavit <input type="checkbox"/> Third Party <input type="checkbox"/> Confidentiality Agreement
Secure Site Name	
Access Requested by	

I, \_\_\_\_\_, as the Investor named above, or as an authorized Adviser for the Investor named above, hereby request that Magna grant Secure Site access to the above listed individual identified under User Access Information. I understand that requested termination of access should be submitted in writing to Magna. Magna will disable all access in accordance with the Confidentiality Agreement.

By: \_\_\_\_\_ Date \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name / Title and Company Name (if you are an authorized representative of an Adviser appointed by an Investor)

**Contact Information**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email Address \_\_\_\_\_

## NETWORK RESOURCES ACCESS TERMS AND CONDITIONS

NOTICE TO ALL USERS: PLEASE READ THIS CONTRACT BETWEEN YOU AND MAGNA SERVICING, LLC (“Magna” or “we”) CAREFULLY. THE FOLLOWING TERMS AND CONDITIONS, TOGETHER WITH ANY DOCUMENTS THEY EXPRESSLY INCORPORATE BY REFERENCE, INCLUDING WITHOUT LIMITATION THE APPLICABLE CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT BETWEEN YOU AND MAGNA (THE “NDA” AND COLLECTIVELY WITH THESE TERMS AND CONDITIONS, THE “TERMS”), GOVERN YOUR ACCESS TO THE SECURE SITE AND THE NETWORK RESOURCES. MAGNA AND YOU MAY EACH BE REFERRED TO HEREIN AS A “PARTY” AND COLLECTIVELY AS THE “PARTIES.”

BY ACCESSING THE SECURE SITE AND/OR THE NETWORK RESOURCES, YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT ACCESS THE SECURE SITE OR THE NETWORK RESOURCES.

The Secure Site and Network Resources are only available to individuals named as an authorized user on an executed Network Resources Access Form who have executed an NDA with Magna. If you do not meet the forgoing eligibility requirements do not use the Secure Site or the Network Resources.

The Parties hereby agree as follows:

1. **Scope of Agreement.** Subject to the NDA and execution of an applicable Network Resources Access Form naming you as an authorized user, Magna hereby grants to you a non-exclusive, non-transferable license to use the Secure Site and the Network Resources (as identified in the Network Resources Access Form) during the term of this Agreement to access information to which you are authorized by the NDA and the Network Resources Access Form, subject to any conditions and restrictions contained herein or in the NDA.

2. **Ownership.** The Network Resources and data contained therein may be protected by United States and other copyright laws and other applicable laws. Magna and its licensors and suppliers own and retain all right, title and interest in and to the Network Resources and the data provided therein, including all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein. Your possession, installation, or use of the Network Resources does not transfer to you any

title to the intellectual property in the Network Resources or the data therein.

3. **Restrictions.** You agree to use the Network Resources only for lawful purposes and only for your own personal, non-commercial use and only as set forth in the NDA. No other use is permitted unless otherwise expressly permitted by Magna. You may not, for example, use the Network Resources to access, transmit, post, download, distribute, copy, display publicly, store or destroy material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, patent, trademark, trade secret or other intellectual property rights of others or violate the privacy or publicity or other personal rights of others, or (c) that is libelous, obscene, offensive, threatening, defamatory, abusive or hateful. We have absolute discretion to determine if any use violates these rules and to act as we deem appropriate in the event of any violation.

4. **Security.** You must be a registered user to access the Network Resources. You are responsible for keeping your password secure. You will be solely responsible and liable for any activity that occurs under your user name. If you lose your password for your account, you may not be able to access the Network Resources. You are prohibited from violating or attempting to violate the security measures of the Network Resources. You agree to abide by the security representations and warranties set forth in the NDA. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences which may involve such violations and may involve, cooperate with, and make disclosures to, law enforcement authorities in identifying and prosecuting users who are involved in such violations.

5. **Term.** The term of this Agreement shall commence upon your access to the Network Resources and shall continue until termination or expiration of the NDA, unless earlier terminated as set forth herein (the “Term”). Your access to the Network Resources shall automatically terminate on the expiration of the Term. Magna may immediately suspend or terminate your access to the Network Resources at any time if, in Magna’s sole discretion, you have breached the terms of this Agreement or the NDA or if the party granting you access through the Network Resources Access Form revokes your access.

6. **Confidentiality.** You acknowledge that the Network Resources and data contained therein which are provided by Magna under this Agreement, contain valuable Confidential Information (as defined in the NDA) of Magna or its licensors. You agree that the NDA

applies to all information and data available to or accessed by you through the Network Resources.

7. **No Warranty.** THE NETWORK SERVICES ARE FURNISHED TO YOU “AS IS” WITH NO WARRANTIES. MAGNA DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF NON-INFRINGEMENT. MAGNA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE NETWORK RESOURCES IN TERMS OF ITS QUALITY, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. MAGNA DOES NOT WARRANT THAT ANY PART OF THE NETWORK RESOURCES WILL OPERATE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE NETWORK RESOURCES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT TRANSMISSION TO OR FROM THE NETWORK RESOURCES AND ACCESS TO THE NETWORK RESOURCES WILL BE UNINTERRUPTED, CONTINUOUS, OR ERROR-FREE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

8. **Limitation of Liability.** IN NO EVENT SHALL MAGNA OR ANY OF ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES, EVEN IF Magna HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE NETWORK RESOURCES, OR THE INFORMATION, SERVICES, AND MATERIALS AVAILABLE FROM THE NETWORK RESOURCES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR THE EXISTENCE OF ANY LIMITED REMEDY. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9. **General Provisions.**

9.1 **No Waiver.** The failure of Magna to insist upon or enforce strict conformance by you of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of Magna’s right unless made in writing and shall not constitute any subsequent waiver or relinquishment.

9.2 **Invalid Provision.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

9.3 **Cumulative Remedies.** All rights and remedies of Magna are cumulative and may be exercised singularly or concurrently.

9.4 **Assignment.** You may not assign this Agreement without the prior written consent of Magna.

9.5 **Amendment.** Magna, in its sole discretion, reserves the right to update, revise, supplement and to otherwise modify these Terms, and to impose new or additional terms and conditions on your use of the Secure Site and Network Resources from time to time. Such updates, revisions, supplements, modifications and additional rules, polices, terms and conditions (collectively referred to in these Terms as “Additional Terms”) will be effective immediately and incorporated into these Terms upon notice thereof, which may be given by any reasonable means, including by posting to the Secure Site. Your continued viewing or use of the Secure Site and Network Resources following such notice will be deemed to conclusively indicate your acceptance of any and all such Additional Terms.

9.6 **Entire Agreement.** This Agreement together with the NDA and the applicable Network Resources Access Form embody the entire agreement between the Parties and supersede any and all prior or contemporaneous agreements of the Parties with respect to the subject matter contained herein.

9.7 **Governing Law.** This Agreement shall be governed by and construed under the Laws of the State of Texas (without regard to any conflicts of laws rules that might apply the Laws of any other jurisdiction).

9.8 **Magna Contact Information.** Should you have any questions about these Terms or the

Network Resources, please contact us at: [\_\_\_\_\_].