

Prudential Income Advantage Indexed Structured Settlement® ATTORNEY SUITABILITY QUESTIONNAIRE

A complete and accurate version of this Suitability Questionnaire must be submitted (i) together with a completed Purchase Commitment Form and (ii) in connection with a still valid Income Advantage Annuity Illustration that has been prepared for and provided to the attorney (the Illustration).

The Prudential Income Advantage Indexed Structured Settlement Annuity® (Income Advantage) is issued by The Prudential Insurance Company of America (Prudential or PICA).

1. Attorney information

Name (First, MI, Last)

Street Address

City

State

ZIP Code

2. Financial information

Please complete the following section based on your current financial circumstances.

- a. After reviewing the terms of Income Advantage (including the attached Product Description and your Annuity Illustration), and in consideration of your, or your firm's, financial circumstances (which may include assessment of income, expenses, total assets, total liabilities, and liquid assets), you have determined that the purchase of the Income Advantage annuity is an appropriate means for collecting your attorney's fee for this representation for the following reasons (please check all that apply):
- ☐ Income deferral
 - ☐ Tax advantages
 - ☐ Opportunity for growth
 - ☐ Other _____
- b. If you allocate all or the chosen portion of your attorney's fee for this representation to Income Advantage, will you have income and other liquid assets during both the deferral period and payout period that: (1) meet your current and anticipated future expenses and (2) are sufficient to account for a potential financial emergency ☐ Yes ☐ No

If you answered "No" to this question, please explain the basis for how you have determined that the purchase of the Income Advantage annuity is appropriate for your individual financial circumstances and insurance needs:

- c. What is your total attorney's fee for this representation? \$ _____
- d. How much (in dollars) of your total attorney's fee for this representation do you intend to allocate to Income Advantage? \$ _____
- e. In addition to your allocation to Income Advantage, will any portion of your attorney's fee for this representation be used to purchase a traditional Structured Settlement Annuity? ☐ Yes ☐ No

If yes, how much (in dollars) of your total attorney's fee for this representation do you intend to allocate to the purchase of a traditional Structured Settlement Annuity? \$ _____

3. Acknowledgments

Please see Exhibit I for a more detailed description of Income Advantage. After carefully reading Exhibit I, please indicate your understanding by marking Yes or No, as applicable, in the space provided for each of the following statements:

Part A. Product Understanding

I acknowledge that:	Yes	No
a. In order to qualify for Income Advantage, my fee must be on account of the representation of a claimant in the settlement of a claim for personal injury or sickness pursuant to §104(a)(1) or (2) of the Internal Revenue Code.	<input type="checkbox"/>	<input type="checkbox"/>
b. Some or all of my fee for this representation could be used to purchase a traditional Structured Settlement Annuity with fixed payments that are not linked to the change in value of any index.	<input type="checkbox"/>	<input type="checkbox"/>
c. Income Advantage is not a direct investment in any index.	<input type="checkbox"/>	<input type="checkbox"/>
d. Under Income Advantage, there will be a deferral period before any payments are made.	<input type="checkbox"/>	<input type="checkbox"/>
e. Annuity payments under Income Advantage are guaranteed to be at least equal to the minimum guaranteed annuity payment amount as set forth in the Illustration.*	<input type="checkbox"/>	<input type="checkbox"/>
f. Annuity payments may increase above the minimum guaranteed annuity payment amount depending on changes in the value of the index and the applicable cap rate, for each index term during the deferral period.	<input type="checkbox"/>	<input type="checkbox"/>
g. Following the initial index term, the cap rate may be subject to change by Prudential.**	<input type="checkbox"/>	<input type="checkbox"/>
h. Attorney's fees are taxable and Prudential will report each Income Advantage annuity payment in the year payments are made on an IRS Form 1099-NEC.	<input type="checkbox"/>	<input type="checkbox"/>

Part B. Risk Tolerance

I acknowledge that:	Yes	No
a. If, at the end of every index term during the deferral period, the applicable index has not increased, then the annuity payments under Income Advantage will be limited to the minimum guaranteed annuity payment amount as set forth in the illustration.	<input type="checkbox"/>	<input type="checkbox"/>
b. For the same premium amount, the annuity payments under Income Advantage may be less than the annuity payments available under other structured settlement annuity products offered by Prudential or other companies, even if the applicable index increases in value for one or more index terms during the deferral period.	<input type="checkbox"/>	<input type="checkbox"/>
c. Income Advantage does not provide for any liquidity during the deferral period.	<input type="checkbox"/>	<input type="checkbox"/>

* Please note that, consistent with the terms of the Illustration, if the premium is not received by Prudential on or prior to the purchase date indicated therein, the cap rate and/or payout rate set forth in the Illustration may be subject to change.

** Cap rates may be higher or lower in subsequent index terms but will never be less than the minimum cap rate outlined in the annuity certificate. Subsequent cap rates are impacted by changes in various economic factors. Please speak to your structured settlement consultant for more information.

4. Attorney's signature

By signing below, you acknowledge that:

- The information you provided in this document is accurate to the best of your knowledge, and Income Advantage is consistent with your objectives.
- You have had the opportunity to discuss and have had explained to you the general terms, features, risks, and conditions of Income Advantage and have had all your questions answered related to this product by the structured settlement consultant listed on this document.
- If you reside in the State of New Jersey: The sale and suitability of annuities to consumers is regulated by the New Jersey Department of Banking and Insurance. Consumers may obtain assistance from the Department by contacting 609-292-7272 or 800-446-7467 or by visiting the Department's website at www.nj.gov/dobi.
- You have received a copy of this completed Suitability Questionnaire for your records and have reviewed it with your structured settlement consultant for accuracy and completeness.
- You understand the questions in this document, the responses provided herein, and the purpose of this document.

Sign here ▶

Printed name

Attorney signature

Date of Signature (mm/dd/yyyy)

5. Structured settlement consultant's signature

By signing below, and based on the information provided herein, you acknowledge that:

- Irrespective of the performance of the index, the attorney will benefit from the guaranteed annuity payments under Income Advantage.
- You have discussed and explained the various terms, features, risks, and conditions of Income Advantage and have answered any questions the attorney had about the product.
- A reasonable inquiry has been made of the attorney's overall objectives for their fee for this representation.
- Based on the information provided by the attorney, this particular annuity addresses the attorney's financial and insurance needs and objectives.
- You have communicated to the attorney the ways in which Income Advantage addresses their particular financial and insurance needs and objectives.
- You have communicated to the attorney (and provided the attorney with an opportunity to ask questions) regarding:
 - the scope and terms of your relationship with the attorney;
 - the nature and sources of your compensation to be received in connection with the sale of the annuity; and
 - any material conflicts of interest (if any).

You certify that, to the best of your knowledge, the information provided by the attorney above accurately reflects the identity of the attorney and their individual circumstances. You further certify that, to the best of your knowledge, all information contained in this form is accurate and complete, and that you are authorized and appointed to sell the recommended annuity.

Structured Settlement Consultant Name *(Please print)*

Sign here ▶

Structured Settlement Consultant Signature

Date of Signature *(mm/dd/yyyy)*

Electronic Communications

Email address: ssasales@prudential.com
prudential.com/structuredsettlements

Regular Mail Delivery

Prudential Financial
Structured Settlements
P.O. Box 8619
Philadelphia, PA 19176

Overnight Mail

Prudential Financial
Structured Settlements
1600 Malone Street
Millville, NJ 08332

This form, and the information contained herein, is not intended as investment advice and is not a recommendation about managing or investing your settlement award. Neither PICA nor any of its affiliates are acting as your fiduciary as defined by any applicable laws and regulations. Please consult with your structured settlement consultant or other financial professional about managing or investing your settlement award.

The Prudential Income Advantage Indexed Structured Settlement Annuity® (Income Advantage) is issued by The Prudential Insurance Company of America (PICA), located in Newark, NJ. PICA is a Prudential Financial, Inc. company and is solely responsible for its own financial condition and contractual obligations. The Rock Prudential logo is a registered service mark of Prudential Financial, Inc. and its affiliates.

Exhibit I

Prudential Income Advantage Indexed Structured Settlement Product Description

The Prudential Income Advantage Indexed Structured Settlement® (or “Income Advantage”) annuity contract issued by The Prudential Insurance Company of America (“PICA”) is a complement or alternative to the traditional fixed annuity used with Structured Settlements. Income Advantage, much like a traditional Structured Settlement annuity, provides guaranteed periodic annuity payments. However, unlike a traditional Structured Settlement, Income Advantage offers growth potential beyond the Minimum Guaranteed Annuity Payment Amount (as set forth in the Illustration), without the risk of loss. Any growth is based on the change in value (if any) of the S&P 500® (the “Index”) during an up-front deferral period.

As part of the settlement process and prior to the issuance of an Income Advantage annuity:

- A. you will select (i) the amount of premium to allocate to Income Advantage, (ii) the duration of the deferral period (which shall be at least five years, but no more than 20 years), (iii) the relevant index terms during the deferral period when the value of the Index will be measured (which may be one-, two-, or five-year periods), and (iv) the frequency and duration of the period for when the periodic Annuity Payments (as defined in the Income Advantage Annuity Certificate) will be made (with your selections for each of items (i) – (iv) to be reflected in the Illustration); and
- B. consistent with the values in the Illustration (and based on the criteria selected in Part A), you will be assigned a cap rate for the first index term and a payout rate, which is used to calculate (i) the Minimum Guaranteed Annuity Payment Amount (as set forth in the Illustration and established on the date of issuance) and (ii) the actual periodic Annuity Payments to be paid after the deferral period, which may be higher.***

Following the initial index term, cap rates for any subsequent index term will be set and provided to you prior to starting such subsequent index term. Cap rates may be higher or lower in subsequent index terms but will never be less than the minimum cap rate set forth in the Income Advantage Annuity Certificate. Subsequent cap rates are impacted by changes in various economic factors. The cap rate for a one-year index term will always be at least 2%, and a higher minimum cap rate may apply for any index term longer than one year; provided that minimum cap rates for new Income Advantage annuities are subject to change and the actual minimum cap rate will be as set forth in the Income Advantage Annuity Certificate. Once the Income Advantage Annuity Certificate is issued, the minimum cap rate for any index term of the same duration will remain unchanged for the life of the Annuity Certificate.

After the issuance of Income Advantage, for each index term during the deferral period, any interest will be credited to the initial premium amount paid to Prudential for the Income Advantage annuity (as well as any interest previously accrued in accordance with the terms of the Annuity Certificate), in order to determine the “Accumulation Amount.” The amount of any interest credited to the Accumulation Amount for any index term will depend on the change in value of the Index during such period (excluding dividends), subject to the cap rate. In no event will the Accumulation Amount ever be reduced. This provides for potential increases in the periodic Annuity Payments paid to you under the Income Advantage annuity, as described further in the following scenarios. In no event will the actual periodic Annuity Payments be less than the Minimum Guaranteed Annuity Payment Amount. For any index term:

- when the Index increases by an amount less than the applicable cap rate, interest will be credited to the Accumulation Amount in an amount equal to the return on the Index.
- when the Index increases by an amount equal to or greater than the applicable cap rate, interest will be credited to the Accumulation Amount in an amount equal to the cap rate.
- when the Index return is zero or negative, no interest is credited; however, there will never be a decrease in the Accumulation Amount or in the resulting Income Advantage periodic Annuity Payments due to negative Index returns.

By way of example:

If the Index:	Change in Index Value	Cap Rate [†]	Interest Credited
Increased by an amount less than the cap rate, the interest credited will be the same as the percentage change in the Index value	3%	5%	3%
Increased by an amount equal to or greater than the cap rate, the interest credited is equal to the cap rate	20%	5%	5%
Decreased, the Accumulation Amount loses nothing	-5%	5%	0%

[†]The actual cap rate may be higher or lower than the rate shown.

*** Please note that, consistent with the terms of the Illustration, if the premium is not received by Prudential on or prior to the purchase date indicated therein, the cap rate and/or payout rate set forth in the Illustration may be subject to change.

Following the conclusion of the deferral period, the periodic annual Annuity Payments to be made to you under Income Advantage will be determined by multiplying the final Accumulation Amount by the payout rate, as provided in the Income Advantage Annuity Certificate (other payment frequencies (such as semi-annually, quarterly, and monthly) are also available and can be calculated by dividing the annual Annuity Payments by the number of Annuity Payments per year). At that point, the value of the periodic Annuity Payments will be fixed and not subject to any further adjustment, regardless of subsequent Index performance. The timing of the periodic Annuity Payments under Income Advantage is also fixed, and Income Advantage does not provide any withdrawal or surrender rights. For more information regarding the Index, deferral period, index term(s), Minimum Guaranteed Annuity Payment Amount, payout rate, and initial cap rate applicable to the Income Advantage annuity, please refer to the Illustration.

On an annual basis before the commencement of Annuity Payments, Prudential will provide you with a statement, which will show the Accumulation Amount as of the beginning and end date of the statement period.

If you die during the deferral period, then (unless otherwise indicated in the Annuity Certificate) any interest will continue to be credited during the deferral period. Payments will then be made, as they become due, to your beneficiary(ies). If you die during the payout period, then we will continue to pay the periodic payments, with all subsequent periodic payments made to your beneficiary(ies).

Like the traditional Structured Settlement product, Income Advantage is a tool for settling claims resulting from personal injury or sickness in accordance with Section 104(a) of the Internal Revenue Code (the "Code"). To the extent that Income Advantage is established to make payments to a claimant's attorney for their legal fees, such structured settlement payments will be tax reported by Prudential. It is possible that the Internal Revenue Service (IRS) or a state/local taxing authority could challenge the transaction and the desired tax consequences are not achieved. For example, the IRS released a non-binding General Legal Advice Memorandum (AM 2022-007) providing a legal framework to challenge structured attorney fee arrangements which could support a conclusion that the attorney fee should be treated as gross income to the attorney in the tax year in which the underlying settlement was paid. As always, please consult your independent tax advisor with any questions about your personal situation. Prudential cannot provide tax or legal advice.

Following the payment of the premium amount at the inception of the Income Advantage annuity, there will be no additional fees or charges to you under the Income Advantage annuity.

Guarantees under Income Advantage are dependent on the claims-paying ability of PICA and are subject to certain terms, conditions, and limitations.

Please note that you may not change the Index after the purchase of an Income Advantage annuity. If the Index is no longer available to Prudential, or if the manner by which the Index is determined substantially changes, Prudential will substitute a comparable index and provide notification to you of any such substitution. While interest may be earned based on changes in the value of the Index during the deferral period, neither you nor the contract owner is directly invested in the Index.