

# STRUCTURED SETTLEMENT PURCHASE COMMITMENT FORM

## SETTLEMENT PARTIES

Claimant/Payee:

Premium Payer/Assignor:

## QUOTE INFORMATION *(quote to be locked in must be attached)*

Premium:

Physical Injury ☐ Attorney Fee ☐ QSF ☐  
MSA ☐ Worker's Compensation ☐

Purchase Date:

Commitment Date:

This case will be (choose one): Assigned ☐ Not Assigned ☐

By signing below, the Broker indicates that:

- the Settlement Parties have accepted all terms of the attached quote as part of an agreed to settlement under a physical injury or workers compensation claim;
- a rate commitment will not be sought from another company for the premium/quote in question; and
- the Premium Payer/Assignor has agreed to pay the Premium (plus assignment fee if applicable) on or before the Purchase Date to "Prudential" (as defined below):
  - If assigned - Prudential Assigned Settlement Services Corporation
  - If not assigned - The Prudential Insurance Company of America

In addition, the Broker acknowledges that the Settlement Parties understand and are in agreement with the following:

- Investment commitments will be made in anticipation of the payment of the Premium to Prudential on the Purchase Date. As a result, once the attached quote is acknowledged and locked in by Prudential, if the cost for these benefits goes up, the Settlement Parties will not be responsible for the additional cost. Similarly, should the cost drop, the Settlement Parties are not entitled to any additional benefit or cost savings.
- The quote is locked in on the current rate series indicated on the attached quote and no changes may be made unless acknowledged in writing by Prudential.
- The lock in may not be cancelled by any of the Settlement Parties. Should a Court disapprove this settlement, a written request must be submitted to Prudential for cancellation of the lock-in or refund of the Premium (if funding has already taken place).
- Any delay in funding may result in i) the movement of the quote payment dates by the same number of days as the delayed funding or ii) a higher annuity cost.

By signing below, the broker indicates their understanding and agreement with the terms of this document and their authority to make this commitment. This commitment is binding upon Prudential only if Prudential acknowledges it in writing by signing below and only if funding takes place on or before the Purchase Date.

## ON BEHALF OF BROKER

Signature:

Printed Name:

Title:

Company:

Date:

## ON BEHALF OF PRUDENTIAL

Signature:

Printed Name:

Title:

Date:

**IMPORTANT NOTE:** The submission of this form should only occur after a settlement has been reached. If the terms of this deal may change, this form should not be submitted and this case should not be locked in. If the quote is not locked in, the Settlement Parties should be aware that the benefits and/or purchase price under the quote in question might change due to changing market conditions and pricing of the annuity issuer.

© 2021 Prudential Financial, Inc. and its related entities. Prudential, the Prudential logo, and the Rock symbol are service marks of Prudential Financial, Inc. and its related entities, registered in many jurisdictions worldwide.