

**Dated** \_\_\_\_\_

**B E T W E E N**

JLT Facilities, Inc.

- and -

\_\_\_\_\_  
Broker Ins. Name

\_\_\_\_\_  
**A G R E E M E N T**  
\_\_\_\_\_

**THIS AGREEMENT** is made date: \_\_\_\_\_ **BETWEEN**  
**JLT Facilities, Inc.** of 22 Century Hill Drive, Suite 103, Latham, New York 12110 of  
the one part **AND** Broker Ins. Name: \_\_\_\_\_ of Broker  
Ins. St: \_\_\_\_\_, Broker Ins. City \_\_\_\_\_,  
Broker Ins. State: \_\_\_\_\_, Broker Ins. Zip \_\_\_\_\_ (hereinafter referred to as  
"SUB-PRODUCER") of the other part.

## **WHEREAS**

- (A) JLT Facilities, Inc. carries on the business of insurance brokerage.
- (B) SUB-PRODUCER has opportunities to introduce insurance broking business to JLT Facilities, Inc.
- (C) The parties wish to regulate the placing of such business and payment of commission on such business by entering into this Agreement.

**IT IS HEREBY AGREED** as follows:

### **1. INTRODUCTION AND PLACING OF BUSINESS**

- 1.1. SUB-PRODUCER will use its best endeavors to introduce insurance broking business clients to JLT Facilities, Inc. (hereinafter referred to as the "Clients");
- 1.2. SUB-PRODUCER will ascertain from such Clients details of their insurance requirements and SUB-PRODUCER will provide this information to JLT Facilities, Inc. It is the responsibility of SUB-PRODUCER to inform JLT Facilities, Inc. of its Clients' insurance requirements and JLT Facilities, Inc. shall be entitled to rely exclusively on information furnished by SUB-PRODUCER with no obligation of further inquiry to the Clients or to any other party.

### **2. OBLIGATIONS OF THE PARTIES**

- 2.1. Both parties agree to comply with the terms of this Agreement.
- 2.2. SUB-PRODUCER's powers and duties include and are limited to the following:-
  - 2.2.1. offering to obtain on behalf of Clients quotations from JLT Facilities, Inc,
  - 2.2.2. generally to correspond with potential and actual Clients and to

respond to queries relating to insurance services;

2.2.3. SUB-PRODUCER warrants that it is and at all times shall be properly licensed for the placement of insurance coverage through JLT Facilities, Inc.; and shall provide JLT Facilities, Inc. with evidence of such licensure upon request.

2.3. SUB-PRODUCER shall not:-

2.3.1. represent that it has the authority to bind coverage on behalf of JLT Facilities, Inc. or any insurance company with whom JLT Facilities, Inc. may seek to place coverage on behalf of SUB-PRODUCER;

2.3.2. have any dealings on behalf of JLT Facilities, Inc. or the insurers with claims on any policies of insurance arranged through JLT Facilities, Inc.;

2.3.3. purport to confirm to a Client that its application for insurance will be acceptable to JLT Facilities, Inc. or underwriters or to confirm that such insurance policy is in force until SUB-PRODUCER has received confirmation that there is insurance cover in place;

2.3.4. use or cause or permit the use of the name JLT Facilities, Inc. except in the manner and to the extent specifically provided for in this Agreement.

2.4. JLT Facilities, Inc.'s powers and duties include the following:-

2.4.1. placement (where possible) of cover on receipt of firm orders from SUB-PRODUCER;

2.4.2. servicing of Clients' insurance contracts arranged by JLT Facilities, Inc. including (without prejudice to the generality of the foregoing) production where necessary of policy documentation, claims handling and renewal invitation.

### 3. **PROFESSIONAL INDEMNITY INSURANCE**

Throughout the term of this Agreement and for so long as liability shall subsist thereafter in relation to acts, errors and omissions during this Agreement, both parties shall maintain adequate professional indemnity insurance to cover any

liability which may arise from a breach of duty in relation to services provided to Clients envisaged hereunder and in respect of any indemnification obligations hereunder. The declarations page or certificate of insurance for SUB-PRODUCER's current professional indemnity insurance policy shall be provided with this agreement. SUB-PRODUCER will furnish JLT Facilities Inc. copies of the declarations pages or certificate of insurance of successor policies upon request by JLT Facilities, Inc.

#### **4. DURATION**

This Agreement shall commence on the date hereof and shall continue until such time as the Agreement is terminated in accordance with clause 8 hereof.

#### **5. CONSIDERATION**

5.1 In consideration of the parties' mutual agreement, as set out herein, JLT Facilities, Inc. agrees to pay commission and/or fees to SUB-PRODUCER on a basis to be agreed between the parties. Commissions paid to SUB-PRODUCER will relate to the net commission retained by JLT Facilities, Inc. after payment to other brokers, agents or any third parties.

5.2 Payment of commission to SUB-PRODUCER pursuant to clause 5.1 will be effected by SUB-PRODUCER remitting to JLT Facilities, Inc. the premium collected net of the commissions and/or fees due to SUB-PRODUCER in respect of that premium.

5.3 Each party shall upon reasonable notice provide to the other access to files and records it has relating to the insurance business arranged for the Clients.

#### **6 PREMIUM**

6.1 SUB-PRODUCER shall collect and remit to JLT Facilities, Inc. the full amount of the premium, less SUB-PRODUCER's commission, on every insurance contract placed by JLT Facilities, Inc. pursuant to this Agreement. Such premiums shall be due and payable by SUB-PRODUCER to JLT Facilities, Inc. by the effective date of coverage, whether or not SUB-PRODUCER shall have collected the premium from the Client, in order to bind coverage.

6.2 In the event of return premium becoming due for any reason whatsoever, SUB-PRODUCER shall refund commission to JLT Facilities, Inc. at the same rate at which the commission was originally allowed.

- 6.3 All audit premiums for auditable policies are due upon billing. If SUB-PRODUCER does not notify JLT Facilities, Inc. of any audit premium not collectible within twenty (20) days from the billing date, SUB-PRODUCER shall be responsible for the payment of such audit premiums whether or not such audit premiums are collected by SUB-PRODUCER from the Client.
- 6.4 No insurance contract may be returned to JLT Facilities, Inc. by SUB-PRODUCER for flat cancellation unless it is returned prior to the inception or effective date of the contract. Earned premium shall be computed and charged on every contract cancelled after inception in accordance with the provisions of such contract. SUB-PRODUCER shall be responsible for the payment of such earned premium whether or not such earned premium is collected by SUB-PRODUCER from the Client.

## **7 LIMITATION OF LIABILITY**

- 7.1 JLT Facilities, Inc. shall not be liable to SUB-PRODUCER under or in connection with this agreement (including, without limitation, by reason of breach of contract, breach of statutory or fiduciary duty, willful default, non-fraudulent misrepresentation, negligence or any indemnity provided by JLT Facilities, Inc.), for loss of profits, anticipated savings, business contracts or goodwill, loss of business or any other type of special, indirect or consequential loss even if such a loss was reasonably foreseeable or JLT Facilities, Inc. has been advised of the possibility of SUB-PRODUCER incurring the same.
- 7.2 JLT Facilities, Inc. shall not be liable to SUB-BROKER in relation to the subject matter of this Agreement except in accordance with the terms and conditions of this agreement, and any condition, warranty or other term which might otherwise be implied or incorporated within this Agreement by reason of statute or common law or otherwise is hereby expressly excluded.
- 7.3 Each of the foregoing provisions of this clause 7 is a separate limitation or exclusion which shall apply and survive even if, for any reason, one or other of the provisions is held inapplicable or unreasonable in any circumstances.
- 7.4 The provisions of this clause 7 shall survive the expiry or termination of

this Agreement for whatever reason.

7.5 SUB-PRODUCER acknowledges that:

7.5.1 this clause 7 is an important inducement to JLT Facilities, Inc. to enter into this Agreement and that JLT Facilities, Inc. would not have entered into this Agreement without the limitations set forth herein; and

7.5.2 the exclusion and limitations contained in this clause 7 are reasonable having regard to all circumstances which are, will be, or ought reasonably to be known to or in the contemplation of SUB-PRODUCER and JLT Facilities, Inc. at the date of this Agreement, including the size and extent of the risk and potential losses to which JLT Facilities, Inc. could be exposed, in relation to the remuneration to be received by JLT Facilities, Inc. under this Agreement.

## **8 TERMINATION**

8.1 This Agreement may be terminated upon either party giving to the other six (6) months written notice of such party's desire to terminate this Agreement;

8.2 Notwithstanding clause 8.1:-

8.2.1 in the event that either party is in substantial breach of its obligations hereunder and fails to remedy such breach within thirty (30) days after written notice of the breach has been given to the party in breach requiring its remedy, then this Agreement may be terminated immediately at the option of the party not in breach of the Agreement;

8.2.2 in the event that the SUB-PRODUCER fails to pay premiums due under clause 6 within the time period stipulated therein then JLT Facilities, Inc. may terminate this Agreement with immediate effect;

8.2.3 if either party enters into liquidation or a scheme of arrangement or composition with its creditors or files or is the subject of the filing of a petition in bankruptcy then this Agreement shall terminate forthwith;

8.3 Termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or obligations of the parties prior to such termination.

**9. OWNERSHIP OF RECORDS**

During the term of this agreement, and upon its termination, SUB-PRODUCER shall be the exclusive owner of policyholder expirations relating to business submitted by SUB-PRODUCER to JLT Facilities, Inc. pursuant to this Agreement. Except as required by law, JLT Facilities, Inc. will not use SUB-PRODUCER'S policyholder expirations, nor disclose such information to any third party, for the purpose of soliciting insurance, except that if SUB-PRODUCER shall at any time be in default in payment of any money due to JLT Facilities, Inc., the latter shall have the right, so long as such default shall continue, to the exclusive use and control of any or all such expirations and to apply any proceeds from or use thereof against the obligations of SUB-PRODUCER; provided, however, that minor accounting discrepancies shall not be deemed to constitute a default for the purposes of this Section 9.

**10. CONFIDENTIALITY**

It is acknowledged by both parties that the contents of this Agreement and the insurance affairs of the Clients are confidential and therefore except as may be required by law or for the transaction of insurance business, all information acquired by both parties concerning and consequent upon this Agreement shall be treated as confidential and shall not be used otherwise than in connection with this Agreement or divulged to any other party.

**11. EXCLUSION OF RIGHTS OF THIRD PARTIES**

For the avoidance of doubt nothing in this Agreement shall confer on any third party any benefit or the right to enforce any term of this Agreement.

**12. ASSIGNMENT**

Neither party shall sell, assign or otherwise dispose of or transfer rights or obligations hereunder save that JLT Facilities, Inc. may on notice to SUB-PRODUCER novate this Agreement to any other company which is a wholly owned direct or indirect subsidiary of Jardine Lloyd Thompson Group plc.

**13. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the

laws of the State of New York applicable to contracts made and to be performed in such state, and the courts of the State of New York shall have exclusive jurisdiction over any disputes which may arise hereunder.

14. **MISCELLANEOUS.**

14.1 It is understood that JLT Facilities, Inc. and SUB-PRODUCER are each independent contractors.

14.2 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, whether oral or in writing, with respect to such subject matter.

14.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assignees.

14.4 No failure of a party to insist on strict compliance with this Agreement, or to exercise any right hereunder, will constitute a waiver of such right.

14.5 This Agreement may be amended, but only in a written instrument executed by each of the parties hereto.

**IN WITNESS WHEREOF** the parties have hereunto set their hands the day and year first above written for and on behalf of

**JLT FACILITIES, INC.**            Date: \_\_\_\_\_



William M. Gordon, Sr. Vice President

for and on behalf of

**Broker Ins. Name**

X \_\_\_\_\_

Date \_\_\_\_\_