

# EXCEPTIONAL RISK ADVISORS LLC

## BROKER AGREEMENT

This agreement, made by **Exceptional Risk Advisors LLC**, One International Boulevard, Suite 625 Mahwah, New Jersey 07495, hereinafter referred to as ERA, and;

Name: \_\_\_\_\_ hereinafter referred to as BROKER  
*First Middle Last*

Address: \_\_\_\_\_  
*(Where Commission should be mailed) Street Suite/Apt #*  
\_\_\_\_\_  
*City State Zip*

Commission Check Payable to: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

Social Security #: \_\_\_\_\_ *(Required if check is issued to individual)*

Accident & Health Agent/Broker/Agency License Number(s): \_\_\_\_\_

WITNESSETH, in consideration for ERA placing insurance risks for BROKER, with an insurer or insurers', and for the mutual promises and covenants as set forth below.

1. BROKER acknowledges that he/she is not the agent of, and has no authority to bind ERA or any of its principals.
2. The BROKER shall (i) comply with all foreign, federal, state and local laws, rules and regulations applicable to the BROKER'S solicitation of insurance products, and (ii) not solicit any lines of insurance unless the BROKER has the required license authorizing them to do so, and (iii) maintain at all times professional liability insurance covering the BROKER and the BROKER'S employees and agents against claims for damages based on actual or alleged professional errors and omissions in an amount reasonably acceptable to ERA. The BROKER shall immediately notify ERA if for any reason such insurance coverage ceases to be in effect.
3. ERA shall invoice BROKER or INSURED CLIENT (as directed by Broker) for each insurance risk placed, such invoice shall indicate a premium due date. Broker agrees to remit the initial premium, and subsequent installment premiums and/or additional premiums (and taxes, if applicable), by the payment date indicated on each premium invoice and/or as required by the original Cover Note and/or Endorsement(s) issued to the BROKER.

In the event premiums (and taxes, if applicable) are actually received by BROKER for payment to ERA, BROKER shall be liable to ERA for the full amount of all premium(s), (and taxes, if applicable) less contractual commission(s) due, developed on every insurance risk placed for BROKER to ERA or any entity acquired by BROKER. Such premiums (and taxes, if applicable) shall be due by BROKER to ERA from the date that liability is assumed by the insurer and are submitted to ERA.

4. In consideration of commission allowed BROKER on all premiums, BROKER agrees to pay ERA the commission on all return premiums at the same rate such commissions were originally retained.
5. ERA shall be entitled to reimbursement for the costs of collection, including reasonable attorney's fees, incurred in an effort to collect unpaid premium (and taxes, if applicable) from BROKER, if premium was actually received by BROKER for payment to ERA, or other person(s) responsible for payment of the same.
6. **Indemnity** - Each party shall indemnify and defend and hold harmless the other (including all officers, directors, employees, agents and affiliates) from and against any all claims, demands, actions, losses, damages, costs and expenses (including without limitation interest, penalties, attorney's fees and disbursements) arising out of or alleged to have been caused by their respective negligent, willful or unauthorized acts, omissions or misrepresentations.
7. **Miscellaneous** -

**Notices** - All notices under this Agreement shall be in writing and shall be given by personal delivery, or by registered or certified mail or overnight courier, return receipt requested, to the addresses set forth at the beginning of this Agreement (or another address designated by notice), and shall be deemed given upon receipt.

**Modification of Agreement** - This Agreement may only be amended, modified, or supplemented by a separate written document duly executed by authorized representatives of both parties.

**Waiver** - No term or provision of this Agreement shall be waived, and no breach or default excused, unless such waiver or excuse is in writing and signed by the party against which the waiver is sought to be enforced. No consent by a party to, or waiver of, a breach of default, by the other, whether expressed or implied, shall constitute a consent to or waiver *of any subsequent breach or default*.

**Partial Invalidity**- If any provision of this Agreement shall be held to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired thereby, but rather this Agreement shall be constructed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of this Agreement, the parties shall promptly attempt to negotiate a substitute therefore.

**Governing Law/Jurisdiction/Venue** - The laws of the State of New Jersey, not including the Conflicts of Law principles thereof, shall govern the interpretation, enforcement, and validity of this Agreement. Any action or proceeding involving this Agreement shall be commenced and maintained only in the courts of the State of New Jersey. Venue for any action or proceeding so commenced shall be in New Jersey. Each party agrees to be subject to the personal jurisdiction of the courts of the State of New Jersey.

**Rules of Construction** - No rule of construction requiring interpretation against the draftsman shall apply in the interpretation of this Agreement.

**Survival**- Any obligations of the parties relating to monies owed, or to be returned, as well as any provisions of this Agreement relating to indemnification and non-solicitation, shall survive any termination of this Agreement.

**Successors and Assigns** - Except as otherwise expressly provided by this Agreement, the obligations under this Agreement shall bind and benefit the successors and assigns of the parties hereto. BROKER shall not assign this Agreement without permission of ERA.

**Entire Agreement** - This Agreement together with the attached Schedule(s), represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the parties with respect to its subject matter.

This agreement shall apply to current insurance risks already placed in force; and, to all future insurance risks which may be placed by ERA for BROKER; and, to any outstanding debt on insurance risks effected prior to the date of such cancellation.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## COMMISSION SCHEDULE

Type of Coverage	Commission Rate	
	New Business	Renewals
High Limit Disability Income	15%	15%
High Limit Key Person Disability	15%	15%
High Limit Disability Buy/Sell	15%	15%
High Limit Disability Overhead	15%	15%
High Limit Accident	15%	15%
High Limit Hall of Fame	15%	15%
High Limit Headliner	15%	15%
High Limit Failure to Survive	15%	15%

It is agreed, the commission that ERA will pay BROKER is a percentage of base premium per schedule. On a case-by-case basis, where standard market conditions do not exist: ERA will communicate BROKER compensation, in writing and prior to inception of the risk(s) in question.

Broker agrees to purchase and maintain in force at all times during the term of this agreement and the term of any Insurance Contracts placed through ERA, a professional liability insurance policy (Agent's and Broker's Errors and Omissions) with minimum limits of \$1,000,000, and will furnish ERA with a copy of the certificate of insurance or declaration sheet upon Exceptional Risk Advisors, LLC request. ERA shall furnish proof of their Errors and Omissions coverage, with same minimum limits, upon Broker request.

This Agreement may be canceled at any time by written notice of either party to the other. Said cancellation shall not alter in any way the premium(s) (and taxes, if applicable) and/or commission(s) to insurance risks effected prior to date of cancellation.

\_\_\_\_\_

Broker Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date