

## Agreement to Review Workers' Compensation Premiums

1. Advanced Insurance Management LLC ("A.I.M.") and \_\_\_\_\_ ("Client") enter into this agreement as of the date set forth below. A.I.M. agrees to review Client's *Workers' Compensation insurance policies and premiums* (collectively referred to as "WC Premiums") to find *premium reduction(s), credit(s), premium adjustment(s), overcharges, and/or refund(s)* (collectively referred to as "Savings") caused by mistakes and/or errors in use of classification codes, payroll calculation, Experience Modification Factor computation, and/or other technical factor affecting such premiums. A.I.M. does not promise, guarantee or otherwise assure that it will discover any Savings. **Such Savings must be realized without reducing Client's Workers' Compensation coverage.** Such Savings must also be of a nature that the Client would not have received them without the Help (as that term is defined below) of A.I.M.
2. Client agrees to provide A.I.M. with copies of Client's insurance policies, audits, and related insurance work papers, and to request other necessary materials and information (as determined by A.I.M. in its sole discretion) from insurance companies, agents, and/or rating bureaus, subject to availability, as well as to provide reasonable information about Client's operations that affect its WC Premiums. Client authorizes A.I.M. to work with Client's insurance companies, insurance rating organizations, and insurance regulatory agencies to correct any overcharges A.I.M. finds. All non-public information obtained by A.I.M. regarding Client and its operations will be treated as confidential information, will be used by A.I.M. solely in its efforts to determine Savings, and will not be shared with third parties except with the approval of Client.
3. Client may terminate this agreement by providing twenty (20) days prior written notice to A.I.M. However, if Client receives Savings due, in whole or in part, to A.I.M.'s Help (as defined below), Client will pay, and is obligated to pay, A.I.M. pursuant to the terms of this agreement, *provided, however*, that said Savings were identified by A.I.M. and communicated to Client or its agents, or to Client's insurer(s) or to insurance rating bureau(s), prior to the effective date of the notice of termination. On the effective date of Client's written notice of termination, A.I.M. will terminate its efforts to obtain Savings for Client.
4. This agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile copy of this agreement that bears one or more signatures will be deemed an original.
5. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois exclusive of the conflict of law provisions thereof.

Client will pay A.I.M. as follows:

- A. **Client will pay A.I.M. an hourly rate of \$150 per hour for the services provided by A.I.M.'s consultants.**
- B. **This hourly rate fee will be subject to a maximum charge of \$ \_\_\_\_\_, unless Client provides written approval for A.I.M. to exceed this limit.**
- C. If Client realizes Savings on its current or previous Workers' Compensation insurance policies due, in whole or in part, to A.I.M.'s Help, then Client will pay, and is obligated to pay, A.I.M., **a fee ("Fee") equal to 25 per cent (25%) of such Savings.** This contingent fee would be in addition to any hourly fees paid by Client. Any Savings on Client's future policies due to A.I.M.'s Help generate no fee for A.I.M. "Current policy" is defined to be the Workers Compensation policy or policies insuring Client on the date this agreement is signed by Client.
- D. If payment of the Fee is not received by A.I.M. within fifteen (15) days of Client's receipt of Savings, a late charge of .05% per day (calculated on the outstanding Fee owed) will be assessed and added to the amount owed A.I.M.

By signing below, the parties acknowledge that they have read and understood the above terms.

Accepted:

\_\_\_\_\_  
Client Company Executive Officer Signature

\_\_\_\_\_  
Date

Advanced Insurance Management LLC \_\_\_\_\_