



Independent Contractor Agreement

between

The Edinburgh Group, Inc., d/b/a Amcat

and

(Independent Contractor)

Instructions:

Please read this entire Agreement before signing.

If you have any questions, or if you do not understand something in the contract, a representative from The Edinburgh Group, Inc., d/b/a Amcat will explain it to you.

By completing this contract you agree to all of the terms and conditions contained herein.

No CLAIMS can be issued to an Independent Contractor until the Independent Contractor has returned to Amcat a completed, and signed, INDEPENDENT CONTRACTOR AGREEMENT including signing the warranties in Article 9; completed the ACCOUNTING INFORMATION SHEET, satisfied any certifications for PRINCIPAL's CUSTOMER; and furnished proof of compliance (copy of current, valid license, or copy of completed temporary license application that he/she has submitted to the Department of Insurance) of all state licensing laws pursuant to insurance adjusters for the locale where the Independent Contractor will be handling CLAIMS for Amcat ("PRINCIPAL").

**** NOTE ****

WHEN YOU ARE INITIALLY ADDED TO AMCAT'S ADJUSTER ROSTER, YOU WILL BE EMAILED A COPY OF YOUR SIGNED INDEPENDENT CONTRACTOR AGREEMENT. ALL SUBSEQUENT UPDATES TO THE AMCAT INDEPENDENT CONTRACTOR AGREEMENT WILL POSTED TO AMCAT'S WEBSITE (www.amcatusa.com). WE STRONGLY RECOMMEND THAT YOU VISIT THE WEBSITE PERIODICALLY AND DOWNLOAD THE LATEST version (The IC Agreement will have a version number in the lower left corner of each page.).

The base commission fee for this contract is sixty (60%) per cent of the "Basic Fee" (see Article 3).

ARTICLE 1: PARTIES, DEFINITIONS AND TERM OF CONTRACT

1.01. PURPOSE. This Agreement pertains to services rendered for adjustment of insurance CLAIMS.

1.02. DEFINITIONS.

- a. CONTRACTOR - the person(s) who will perform insurance CLAIMS adjustments. CONTRACTOR's name appears on the inside cover.
- b. PRINCIPAL – The Edinburgh Group, d/b/a Amcat, a Texas corporation.
- c. PARTIES - CONTRACTOR and PRINCIPAL, collectively.
- d. CUSTOMER - Clients of PRINCIPAL.
- e. CLAIM - Any written notice of loss, damage or destruction of property received by PRINCIPAL from CUSTOMER. This includes any written notice of CUSTOMER's request for a property damage appraisal.
- f. CLAIMS ADJUSTING PROCEDURES – Instructions received from PRINCIPAL and/or CUSTOMER as to how CUSTOMER wants CUSTOMER's CLAIMS handled. These instructions can come in various forms (CUSTOMER letterhead or bulletin; PRINCIPAL letterhead or bulletin; emails from CUSTOMER or PRINCIPAL, etc.)
- g. GROSS COMMISSION EARNINGS - The total potential payment to CONTRACTOR on a given CLAIM.

1.03. TERM. This Agreement will become effective from the date of execution by PRINCIPAL and will remain in effect until it is terminated in writing by PRINCIPAL. The date of execution is located on the last page of this Agreement.

1.04. This Agreement is entered into by and between PRINCIPAL and CONTRACTOR.

ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR

2.01. GENERAL DUTIES. CONTRACTOR agrees to perform CLAIM adjustments and/or property damage appraisals on behalf of PRINCIPAL. These services will be performed as an independent contractor on behalf of PRINCIPAL.

2.02. CONTRACTOR'S STATUS. CONTRACTOR enters into this Agreement as, and will remain throughout the term of this Agreement, an independent contractor. CONTRACTOR agrees that CONTRACTOR is not, and will not become, an employee, partner, agent, or PRINCIPAL of PRINCIPAL while this Agreement is in effect. CONTRACTOR is not entitled to the rights or benefits afforded to PRINCIPAL's employees, including, but not limited to the following:

- a. disability or unemployment insurance;
- b. worker's compensation;
- c. medical insurance;
- d. liability insurance; and
- e. sick leave, overtime pay, or any other employment benefit.

2.03. AT WILL. No promises or warranties are made by PRINCIPAL, either express or implied, as to guaranteeing any manner of work load for CONTRACTOR, and CONTRACTOR expressly acknowledges that this is a non-exclusive contract. CONTRACTOR's services are being utilized on an "at will" basis.

2.04. METHODS. CONTRACTOR will determine the method, details, and means of performing the above-described services, so long as performed in conformity with the CLAIMS ADJUSTING PROCEDURES set forth in the following paragraphs.

CONTRACTOR understands that his services are being utilized in accordance with the criteria, guidelines and procedures ("CLAIMS ADJUSTING PROCEDURES" of PRINCIPAL's Insurance Industry Clients (CUSTOMERS)). Accordingly, CONTRACTOR understands and agrees that he/she shall adhere to all of CUSTOMERS' CLAIMS Handling Procedures. Notwithstanding his/her status as an "independent contractor", CONTRACTOR acknowledges that he/she is also serving as an "agent" for the PRINCIPAL herein, and

together they are acting as an "agent for a disclosed principal", e.g., the CUSTOMERS of PRINCIPAL. It is understood and agreed that the aforementioned agency relationship, *however*, will only exist so long as CONTRACTOR performs his/her services within the scope and parameters of the CLAIMS ADJUSTING PROCEDURES established by the PRINCIPAL and/or CUSTOMER. While PRINCIPAL will attempt to provide such CLAIMS Handling Procedures to CONTRACTOR, it shall ultimately be the duty and responsibility of CONTRACTOR to know, understand, and comply with such CLAIMS ADJUSTING PROCEDURES for the respective CUSTOMERS before commencing the adjustment, or appraisal, on any CLAIM assigned by PRINCIPAL to CONTRACTOR. In the event that CONTRACTOR fails to adhere to all of CUSTOMER's CLAIMS ADJUSTING PROCEDURES, then the following will happen until such time as PRINCIPAL determines that compliance has been met:

- a. All monies owed to CONTRACTOR will be frozen;
- b. All new assignments will cease; and
- c. CONTRACTOR shall pay CUSTOMER any fines, penalties, or credits which PRINCIPAL becomes liable, due to CONTRACTOR's acts and/or omissions, including lost profits of PRINCIPAL as related to any penalty assessed by CUSTOMER.

2.05. TOOLS. CONTRACTOR will furnish all tools and equipment that is necessary to complete the CLAIMS assigned to him/her. PRINCIPAL's CUSTOMER may furnish, or request specific apparel, or specific equipment, that the CUSTOMER wants the CONTRACTOR to utilize while handling CUSTOMER's CLAIMS. CONTRACTOR agrees to use this apparel or equipment.

2.06. SUBCONTRACTORS. CONTRACTOR may, at CONTRACTOR's expense, use any employees or subcontractors as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. Any employee or subcontractor used by CONTRACTOR must have the same professional qualifications as CONTRACTOR, meet all CUSTOMER qualifications, and must agree to adhere to all other guidelines as put forth in this Independent Contractor Agreement by executing a separate agreement agreeing to same. CONTRACTOR must notify PRINCIPAL in writing of CONTRACTOR's intent to use subcontractors prior to using or engaging subcontractors. CONTRACTOR remains fully liable for all acts and/or omissions, including any penalties assessed by CUSTOMER, of any subcontractor engaged pursuant to this section.

2.07. COMPLIANCE WITH STATE INSURANCE LAWS. By signing this Agreement CONTRACTOR represents that he/she will comply with any and all laws, rules, and regulations pertaining to insurance CLAIMS adjusting, and insurance CLAIMS adjusters, as determined by the appropriate State regulatory agency for the locale where CONTRACTOR will be handling CLAIMS for PRINCIPAL. Proof of compliance must be furnished to PRINCIPAL.

2.08. DRUG TESTING and BACKGROUND CHECK. CONTRACTOR agrees to permit PRINCIPAL to ask the CONTRACTOR to submit to a drug test and/or background check prior to CONTRACTOR receiving any CLAIM assignments. CONTRACTOR's ability to receive CLAIM assignments is contingent upon satisfactory completion of the test(s).

2.09. FINANCIAL RESPONSIBILITY. CONTRACTOR understands that CONTRACTOR is covered under PRINCIPAL's Errors & Omission policy, subject to the terms, limitations, and exclusions of said policy.

2.10. Even though CONTRACTOR has coverage under PRINCIPAL'S Errors & Omission policy, PRINCIPAL strongly urges that CONTRACTOR has his/her own Errors and Omissions and Professional Liability insurance policies. If CONTRACTOR has their own Errors and Omissions or Professional Liability insurance, CONTRACTOR is responsible for providing PRINCIPAL with a copy of CONTRACTOR's Errors and Omissions and/or Professional Liability insurance policy.

2.11. RELEASE AND HOLD HARMLESS. CONTRACTOR agrees to indemnify and hold harmless PRINCIPAL for any and all loss or damage resulting to PRINCIPAL as a result of CONTRACTOR's, or CONTRACTOR's agents, employees, subcontractors, and assignees, failure to adhere to the CLAIMS ADJUSTING PROCEDURES required by PRINCIPAL and/or PRINCIPAL's CUSTOMERS and otherwise carry out CONTRACTOR's obligations enumerated in this agreement. In such event, CONTRACTOR also agrees to assume the cost of defunding PRINCIPAL for any and all loss or damage to PRINCIPAL resulting from any act, omission, fault or negligence of CONTRACTOR in failing to comply with such CLAIMS ADJUSTING PROCEDURES, regardless of whether the allegations against PRINCIPAL are groundless, false or fraudulent.

2.12. DRUGS, ALCOHOL & FIREARMS. PRINCIPAL is committed to maintaining a safe, healthful, drug-free, and alcohol-free, professional environment for all CONTRACTORS and employees of PRINCIPAL. To carry out this commitment, the following are strictly prohibited:

- 2.12.1. Unlawful use, sale, possession, manufacture, distribution, dispensation, or being under the influence of illegal drugs or controlled substances; and
- 2.12.2. The unlawful use, possession, or being under the influence of alcohol, and/or in the possession of firearms and other types of weapons, while in the presence of, or talking to:
 - a. PRINCIPAL;
 - b. PRINCIPAL's CUSTOMER(s);
 - c. CUSTOMER's agents;
 - d. CUSTOMER's insureds;
 - e. On PRINCIPAL's property;
 - f. At any of PRINCIPAL's temporary office locations;
 - g. At PRINCIPAL-sponsored activities; or
 - h. CUSTOMER's property.

Violation of this policy is grounds for immediate termination.

2.12.3. FIREARMS/WEAPONS POLICY PRINCIPAL has a zero tolerance policy regarding firearms and weapons. Firearms and other types of weapons are not allowed as stated in Section 2.12.2 above. This policy prevents the possession, use, or threatened use, of firearms, ammunition, explosives, or other objects as weapons. Persons who possess a concealed-weapons permit are NOT exempt from complying with Sections 2.12.3. Possessing a weapon for the purpose of sport, hunting, personal protection, or any benign reason will not exempt a person from complying with Sections 2.12.3. Failure to adhere to PRINCIPAL's firearm's/weapons policy is grounds for immediate termination. CONTRACTOR shall also be responsible for knowing and complying with any Firearms/Weapons Policy for any of PRINCIPAL's CUSTOMER(s) for which CONTRACTOR handles CLAIMS for under the terms of this Agreement.

2.13. REASSIGNMENT. CONTRACTOR acknowledges and accepts that CLAIM(s) assigned to CONTRACTOR, without prior notice, can be reassigned from CONTRACTOR, canceled, or rejected by PRINCIPAL or PRINCIPAL's CUSTOMER(s).

2.14. TRANSFER OF CLAIMS. All CLAIMS assigned by PRINCIPAL are assigned directly to CONTRACTOR. PRINCIPAL will make any and all CLAIM transfers. CONTRACTOR does not have the right nor is CONTRACTOR allowed to re-assign CLAIMS between contractors and/or subcontractors.

2.15. INFORMATION. All information developed by CONTRACTOR during the course of handling a CLAIM, whether or not compensated for, must remain with the CLAIM and becomes property of PRINCIPAL and PRINCIPAL'S CUSTOMER as outlined in Sections 5. No CLAIM can be removed from the geographic storm location without prior written permission from one of PRINCIPAL's corporate officers. If CONTRACTOR leaves the geographic storm location and takes CLAIM(s) with him/her, without prior written permission, all pending CONTRACTOR commission payments will be suspended to CONTRACTOR until such time as the CONTRACTOR returns the CLAIM(s) to PRINCIPAL with all information in the CLAIM(s) that was developed by CONTRACTOR during the course of his/her investigation of the CLAIM(s). If CONTRACTOR leaves the geographic storm location with CLAIM(s) and subsequently returns the CLAIM(s) to PRINCIPAL but without all of the information developed by CONTRACTOR during the course of his/her investigation of the CLAIM(s), the CONTRACTOR will be charged for all costs PRINCIPAL must incur to recreate the information CONTRACTOR removed from the CLAIM(s).

2.16. NO CONTACT. For a period of two (2) years following the date upon which CONTRACTOR is released from PRINCIPAL's control office or this Agreement is terminated for any reason, CONTRACTOR agrees that CONTRACTOR shall have no written or oral contact with any of CUSTOMER's insureds for which CONTRACTOR handled, or was handling, a CLAIM for purposes other than handling the CLAIM. This provision may only be waived by PRINCIPAL in writing.

2.17. DRESS. While working CLAIMS for PRINCIPAL, CONTRACTOR agrees that anytime he or she is in the presence of PRINCIPAL's CUSTOMER or the CUSTOMER's insureds, he or she will be dressed

in business casual attire. If the CUSTOMER requests that PRINCIPAL's CONTRACTORS dress in apparel with the CUSTOMER's logo, the CONTRACTOR agrees to abide by this request.

2.18. CHECK-IN. CONTRACTOR must physically check-in at PRINCIPAL's control office, prior to beginning work on CLAIMS, unless otherwise instructed in writing by PRINCIPAL. CONTRACTOR must physically check-out at PRINCIPAL's control office prior to leaving the geographic storm location, unless CONTRACTOR has written permission from PRINCIPAL. Prior to leaving the geographic storm location, a total reconciliation must be done to account for all CLAIMS that PRINCIPAL shows assigned to CONTRACTOR, and/or that CONTRACTOR has in his/her possession. Failure to comply with sections 2.15 and 2.18 will result in an immediate non-revocable penalty of **\$1,000.00** against the CONTRACTOR's pending commission payments, and suspension of all payments to CONTRACTOR until such time as all CLAIMS have been accounted for and are in the possession of PRINCIPAL.

2.19 SEXUAL HARASSMENT: PRINCIPAL has a zero tolerance policy regarding sexual harassment in the work place. To that end, PRINCIPAL will not tolerate any unwelcome verbal or physical conduct of a sexual nature while CONTRACTOR is working any CLAIM for PRINCIPAL'S CUSTOMERS. In addition, CONTRACTOR agrees to abide by any and all sexual harassment policies set forth by PRINCIPAL'S CUSTOMERS. Failure to abide by PRINCIPAL'S policy or the policy of any of PRINCIPAL'S CUSTOMERS is grounds for immediate termination.

ARTICLE 3: COMPENSATION

3.01. CONTRACTOR also understands that he or she is not eligible to receive overtime pay. CONTRACTOR is responsible for providing, at CONTRACTOR's own expense, disability, unemployment, worker's compensation, liability, and other insurance, training, permits, and licenses for CONTRACTOR and for CONTRACTOR's employees and subcontractors, if any.

3.02. TAXES. CONTRACTOR is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by PRINCIPAL to CONTRACTOR for services under this Agreement. CONTRACTOR agrees to indemnify PRINCIPAL for any CLAIMS, costs, losses, fees, penalties, interest, or damages suffered by PRINCIPAL resulting from CONTRACTOR's failure to comply with this provision.

3.03. CONCLUSION OF CLAIMS. For definitional purposes, a CLAIM is concluded when agreement has been reached with the insured; the CLAIM has been turned into PRINCIPAL; the CLAIM has cleared the quality control process of both PRINCIPAL and PRINCIPAL's CUSTOMER, and PRINCIPAL has prepared and sent an "Invoice for Services" to the CUSTOMER. No CLAIMS can be retained by CONTRACTOR after he/she has checked-out from PRINCIPAL's work location. If CONTRACTOR leaves PRINCIPAL's work location with one of PRINCIPAL's CLAIMS, after CONTRACTOR has checked-out from PRINCIPAL's work location, CONTRACTOR will not receive any compensation for that CLAIM.

3.04. COMMISSION. As compensation for services rendered by CONTRACTOR under this Agreement, PRINCIPAL shall pay CONTRACTOR a commission fee for CLAIMS that are completed by CONTRACTOR, have been concluded as outlined in Section 3.03 of this agreement, and PRINCIPAL has prepared and sent an "Invoice for Service" to the CUSTOMER. The commission fee is the percentage amount shown on page one of this contract and is the per cent of the "**Basic Fee**" as shown on the "Invoice for Services" that is sent to PRINCIPAL's CUSTOMER with each completed CLAIM, subject to the limitations set forth herein. In addition, CONTRACTOR receives 100% of the following charges when they are billed, and paid, by the CUSTOMER.

3.04.1. "Out of Town" charge billed on the CLAIM. Out of Town charges may be prorated based upon the number of CLAIMS handled in a given area. Out of Town charges will be included on the invoice to the CUSTOMER at the discretion of the PRINCIPAL's supervisor.

3.04.2. "Extra Photos" in excess of the minimum number that are billed on the CLAIM. Extra Photos (above the minimum number required by the CUSTOMER) will be charged to the CUSTOMER at the discretion of the PRINCIPAL's supervisor. CONTRACTOR will not be reimbursed for unnecessary or poor quality photographs.

3.04.3. "Long Distance Phone" charges incurred by CONTRACTOR that are billed on the CLAIM. Long Distance Phone charges incurred by CONTRACTOR will be included on the invoice to the CUSTOMER if they are relevant and necessary for the proper adjustment of the

CLAIM. Cellular air time is not considered a Long Distance Phone charge and therefore, will not be considered for billing purposes. Long Distance Phone charges will be included on the invoice to the CUSTOMER at the discretion of the PRINCIPAL's supervisor.

3.04.4. "Miscellaneous" charges incurred by CONTRACTOR which are billed on the CLAIM. Miscellaneous charges incurred by CONTRACTOR will be included on the invoice to the CUSTOMER if they are relevant and necessary for the proper adjustment of the CLAIM. Miscellaneous charges will be included on the invoice to the CUSTOMER at the discretion of the PRINCIPAL's supervisor.

3.05. BILLING. All billing on PRINCIPAL's *Invoice for Services* is at the final discretion of the PRINCIPAL's supervisor and/or Amcat Senior Management.

3.06. RETENTION (aka Holdback). This contract does not have any retention

3.07. CHARGE BACK. It is "strongly" suggested that CONTRACTOR should delay his/her departure from the geographic storm location until CONTRACTOR is certain that all of his/her CLAIMS have cleared the quality control process of both PRINCIPAL and PRINCIPAL's CUSTOMER. If a CLAIM needs to be corrected, reworked, or additional adjustment activity is required, prior to clearing the quality control process of either PRINCIPAL or PRINCIPAL's CUSTOMER, and CONTRACTOR has checked-out from PRINCIPAL's work location, CONTRACTOR may lose some, or all, of his/her anticipated compensation of that CLAIM, subject to the discretion of PRINCIPAL. If a CLAIM, or a part of a CLAIM, has to be reworked, and CONTRACTOR is not available for the rework, a partial or a complete charge-back of CONTRACTOR'S portion of the invoice may be required. This determination will be at the sole discretion of PRINCIPAL. Any charge back shall be subtracted from commissions still owed to the CONTRACTOR. If a charge-back is taken, the amount of that charge-back will be shown on CONTRACTOR'S next commission check. If there are not enough commissions still owed to the CONTRACTOR to cover the charge back amount, PRINCIPAL will send an "Invoice for Payment", along with supporting documentation, for the amount owed by CONTRACTOR to PRINCIPAL. Payment of the "Invoice for Payment" is expected within 60 days of the date of the invoice. If payment is not received within that time frame, PRINCIPAL will turn the matter over for collection, and/or to an attorney and CONTRACTOR will be liable for all collection fees, attorney fees, interest and all costs associated with the collection of any past due amount.

3.08. PAYMENT OF COMMISSIONS. Commission payments will be issued to the CONTRACTOR on the 15th and the last day of each month. Payment will be made to the CONTRACTOR when the CUSTOMER has paid PRINCIPAL'S "Invoice for Services" for the CLAIM, and it has been processed through PRINCIPAL'S accounting system.

3.09. ADVANCES. PRINCIPAL will not issue advances to CONTRACTOR. PRINCIPAL will only pay for completed work as outlined above.

3.10. RE-ISSUE OF COMMISSIONS. CONTRACTOR commission and/or retention check(s) that are lost by CONTRACTOR will be reissued. However, CONTRACTOR will be charged for all bank charges relating to stop payments on the check(s).

3.11. AUTHORITY OF CONTRACTOR. CONTRACTOR does not have the authority to enter into contracts on behalf of PRINCIPAL.

3.12. REMEDY. CONTRACTOR'S understands and accepts that CONTRACTOR's only recourse is the compensation for services rendered set forth in Paragraph 3.04 above which is owed for work completed in accordance with the terms of this Agreement. Any disagreements between CONTRACTOR and PRINCIPAL regarding commissions shall be governed according to Article 6 of this Agreement. PRINCIPLE does not convey any rights to CONTRACTOR to contact PRINCIPLE's CUSTOMER to discuss any issue dealing with issuance of; amount of, or payment of PRINCIPAL's "Invoice for Services". Any, and all, legitimate disputes are handled under Article 6 of this agreement.

ARTICLE 4: BUSINESS EXPENSES

4.01. REIMBURSEMENT OF EXPENSES. PRINCIPAL shall reimburse CONTRACTOR only for those Business Expenses incurred by CONTRACTOR and described in Article 3 above. PRINCIPAL will not be responsible for any other expenses incurred by CONTRACTOR.

ARTICLE 5: PROPERTY RIGHTS OF THE PARTIES

5.01. EXCLUSIVE PROPERTY OF PRINCIPAL. All records of the accounts of CUSTOMER(s) of PRINCIPAL, of any nature, whether existing at the time of this Agreement, procured through the efforts of CONTRACTOR, or learned by CONTRACTOR from any other source, and whether prepared by CONTRACTOR or otherwise, shall be the exclusive property of PRINCIPAL. All books, records, loss notices, estimates, photographs, reports, field notes, diagrams, activity notes, forms, business cards, files, etc. utilized by CONTRACTOR in performing CONTRACTOR's duties under this Agreement shall be immediately returned to PRINCIPAL by CONTRACTOR at the request of PRINCIPAL or on any termination of this Agreement, regardless of whether a dispute exists between PRINCIPAL and CONTRACTOR at, regarding, and/or following the termination of this Agreement.

5.02. PRINCIPAL'S TRADE SECRETS. CONTRACTOR agrees that the names and addresses of PRINCIPAL's CUSTOMER(s) constitute trade secrets of PRINCIPAL and that the sale or unauthorized use or disclosure of any of PRINCIPAL's trade secrets obtained by CONTRACTOR during the term of this Agreement constitutes unfair competition. CONTRACTOR agrees and promises not to engage in any unfair competition with PRINCIPAL. For a period of twenty four (24) months immediately following the termination of this Agreement, CONTRACTOR shall not directly or indirectly make known to any person, firm or corporation the names or addresses of any of the CUSTOMER(s) of PRINCIPAL or any other information pertaining to them, or call on, solicit business from, accept losses from, take away, or attempt to call on, solicit or take away any of the CUSTOMER(s) of PRINCIPAL on whom CONTRACTOR called on or with whom CONTRACTOR became acquainted with, or the names and addresses of which CONTRACTOR learned, saw, or became familiar or acquainted with, during the term of this Agreement, either on behalf of CONTRACTOR, or for any other person, firm or corporation.

5.03. CUSTOMER'S TRADE SECRETS. During the term of this Agreement, CONTRACTOR will have access to and become acquainted with various trade secrets consisting of, but not limited to, CUSTOMERS' names and addresses, formulas, patterns, devices, secret inventions, processes, and compilations of information, records, and specifications, all of which are owned by PRINCIPAL and regularly used in the operation of PRINCIPAL's business. All CLAIMS, records, documents, drawings, specifications, equipment, and similar items relating to the business of PRINCIPAL, whether they are prepared by CONTRACTOR or come into CONTRACTOR's possession in any other way and whether or not they contain or constitute trade secrets owned by PRINCIPAL, are and shall remain the exclusive property of PRINCIPAL and shall not be removed from the premises of PRINCIPAL under any circumstances whatsoever without the prior written consent of PRINCIPAL. CONTRACTOR shall not misuse, misappropriate, or disclose any of the trade secrets described herein, directly or indirectly, or use them in any way, either during the term of this Agreement or at any time.

5.04 COVENANT NOT TO COMPETE. CONTRACTOR has the right to perform services for others during the term of this Agreement, however, during the term of this Agreement, while actively engaged with doing business for PRINCIPAL, if CONTRACTOR performs any kind of work for another business entity(s) that is engaged in the same type of work as PRINCIPAL, CONTRACTOR must fully disclose, within 48 hours of accepting, or commencing, work from the other business entity(s), the name of the business entity(s); the name(s) of the CUSTOMERS, and the type of work being done for the business entity(s) CUSTOMERS.

ARTICLE 6: ALTERNATIVE DISPUTE RESOLUTION ("ADR"); BINDING ARBITRATION

6.01. AGREEMENT TO USE PROCEDURE. CONTRACTOR and PRINCIPAL have entered into this Agreement in good faith and in the belief that it is mutually advantageous to them. It is with that same spirit of cooperation that they pledge to attempt to resolve any dispute amicably without the necessity of litigation. Accordingly, they agree if any dispute arises between them relating to this Agreement (the "Dispute"), they will first utilize the procedures specified in this Article (the "Procedure") prior to any Additional Proceedings.

6.02. INITIATION OF PROCEDURE. The Party seeking to initiate the Procedure (the "Initiating Party") shall give written notice to the other Parties, describing in general terms the nature of the Dispute, the Initiating Party's claim for relief and identifying one or more individuals with authority to settle the Dispute on such Party's behalf. The Party(ies) receiving such notice (the "Responding Party", whether one or more) shall have five (5) business days within which to designate by written notice to the Initiating Party, one or more individuals with authority to settle the Dispute on such Party's behalf. The individuals so designated shall be known as the "Authorized Individuals". The Initiating Party and the Responding Party shall collectively be referred as the "Disputing Parties" or individually "Disputing Party".

6.03. DIRECT NEGOTIATIONS. The Authorized Individuals shall be entitled to make such investigation of the Dispute as they deem appropriate, but agree to promptly, and in no event later than thirty (30) days from the date of the Initiating Party's written notice, meet to discuss resolution of the Dispute. The Authorized Individuals shall meet at such times and places and with such frequency as they may agree. If the Dispute has not been resolved within thirty (30) days from the date of their initial meeting, the Disputing Parties shall cease direct negotiations and shall submit the Dispute to mediation in accordance with the following procedure.

6.04. SELECTION OF MEDIATOR. The Authorized Individuals shall have five (5) business days from the date they cease direct negotiations to submit to each other a written list of acceptable qualified attorney-mediators not affiliated with any of the Parties. Within five (5) days from the date of receipt of such list, the Authorized Individuals shall rank the mediators in numerical order of preference and exchange such rankings. If one or more names are on both lists, the highest ranking person shall be designated as the mediator. If no mediator has been selected under this procedure, the Disputing Parties agree jointly to request a State or Federal District Judge of their choosing (or if they cannot agree, the Local Administrative Judge for the county in which the principal office of the Parties is located) to supply within ten (10) business days a list of potential qualified attorney-mediators. Within five (5) business days of receipt of the list, the Authorized Individuals shall again rank the proposed mediators in numerical order of preference and shall simultaneously exchange such list and shall select as the mediator the individual receiving the highest combined ranking. If such mediator is not available to serve, they shall proceed to contact the mediator who was next highest in ranking until they are able to select a mediator.

6.05. TIME AND PLACE OF MEDIATION. In consultation with the mediator selected, the Authorized Individuals shall promptly designate a mutually convenient time and place for the mediation, and unless circumstances require otherwise, such time to be not later than forty-five (45) days after selection of the mediator.

6.06. EXCHANGE OF INFORMATION. In the event any Disputing Party to this Agreement has substantial need for information in the possession of another Disputing Party to this Agreement in order to prepare for the mediation, all Disputing Parties shall attempt in good faith to agree to procedures for the expeditious exchange of such information, with the help of the mediator if required.

6.07. SUMMARY OF VIEWS. At least seven (7) days prior to the first scheduled session of the mediation, each Disputing Party shall deliver to the mediator and to the other Disputing Parties a concise written summary of its views on the matter in Dispute, and such other matters required by the mediator. The mediator may also request that a confidential issue paper be submitted by each Disputing Party to him.

6.08. PARTIES TO BE REPRESENTED. In the mediation, each Disputing Party shall be represented by an Authorized Individual and may be represented by counsel. In addition, each Disputing Party may, with permission of the mediator, bring such additional Persons as needed to respond to questions, contribute information, and participate in the negotiations.

6.09. CONDUCT OF MEDIATION. The mediator shall determine the format for the meetings, designed to assure that both the mediator and the Authorized Individuals have an opportunity to hear an oral presentation of each Disputing Party's views on the matter in dispute, and that the authorized parties attempt to negotiate a resolution of the matter in dispute, with or without the assistance of counsel or others, but with the assistance of the mediator. To this end, the mediator is authorized to conduct both joint meetings and separate private caucuses with the Disputing Parties. The mediation session shall be private. The mediator will keep confidential all information learned in private caucus with any Disputing Party unless specifically authorized by such Disputing Party to make disclosure of the information to the other Disputing Party. The Disputing Parties agree to sign a document agreeing that the mediator shall be governed by the provisions of Chapter 154 of the Tex. Civ. Prac. & Rem. Code and such other rules as the mediator shall prescribe. The Disputing Parties commit to participate in the proceedings in good faith with the intention of resolving the Dispute if at all possible.

6.10. **TERMINATION OF PROCEDURE.** The Disputing Parties agree to participate in the mediation procedure to its conclusion. The mediation shall be terminated (1) by the execution of a settlement agreement by the Disputing Parties, (2) by a declaration of the mediator that the mediation is terminated, or (3) by a written declaration of a Disputing Party to the effect that the mediation process is terminated at the conclusion of one full day's mediation session. Even if the mediation is terminated without a resolution of the Dispute, the Disputing Parties agree not to terminate negotiations and not to commence any Additional Proceedings prior to the expiration of five (5) days following the mediation. Notwithstanding the foregoing, any Disputing Party may commence Additional Proceedings within such five (5) day period if the Dispute could be barred by an applicable statute of limitations.

6.11. **ARBITRATION.** The parties agree to participate in good faith in the ADR to its conclusion. If the Disputing Parties are not successful in resolving the dispute through the ADR, then the Disputing Parties may agree to submit the matter to binding arbitration or a private adjudicator in order that the dispute shall be settled by arbitration in accordance with the provisions of the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

6.12. **FEES OF MEDIATION; DISQUALIFICATION.** The fees and expenses of the mediator shall be shared equally by the Disputing Parties. The mediator shall be disqualified as a witness, consultant, expert or counsel for any Disputing Party with respect to the Dispute and any related matters.

6.13. **CONFIDENTIALITY.** Mediation is a compromise negotiation for purposes of Federal and State Rules of Evidence and constitutes privileged communication under Texas law. The entire mediation process is confidential, and no stenographic, visual or audio record shall be made. All conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the mediation by any Disputing Party, their agents, employees, representatives or other invitees and by the mediator are confidential and shall, in addition and where appropriate, be deemed privileged. Such conduct, statements, promises, offers, views and opinions shall not be discoverable or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, and shall not be disclosed to anyone not an agent, employee, expert, witness, or representative of any of the Parties; provided, however, that evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the mediation.

ARTICLE 7: MISREPRESENTATION

7.01. **MISREPRESENTATION.** Any misrepresentation(s) made by CONTRACTOR as related to any provision of this Agreement shall be grounds for immediate termination by PRINCIPAL. CONTRACTOR shall reimburse to PRINCIPAL any legal expense, and/or financial damage, and/or other expenses that PRINCIPAL may suffer because of CONTRACTOR's misrepresentation.

ARTICLE 8: GENERAL PROVISIONS

8.01. **ENTIRE AGREEMENT:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the contracting of CONTRACTOR by PRINCIPAL, and contains all of the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party, except that any other written agreement dated concurrent with or after this Agreement shall be valid as between the signing parties thereto.

8.02. **WAIVER.** The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

8.03. **PARTIAL INVALIDITY.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

8.04. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Texas.

8.05. VENUE. The venue for resolving any dispute arising relating to terms, provisions or enforcement of this Agreement shall be in Dallas County, Texas.

8.06. ATTORNEY'S FEES. If any legal action is commenced or necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

8.07. USE OF NUMBERS AND TITLES. The use of Article and section numbers and titles to each section and paragraph herein is for convenience only and not intended to affect the meaning or interpretation of this Agreement.

ARTICLE 9: WARRANTIES

NOTE: When it says "CONTRACTOR will furnish PRINCIPAL" with certain information, CONTRACTOR is to email, fax, or send via overnight mail the required information to:

Amcat
Attn: Human Resources
PO Box 1068
Coppell, TX 75019

email: hr@amcatusa.com

9.01 CONTRACTOR warrants that he/she will furnish PRINCIPAL with a valid adjuster's license, or proof that a temporary license has been applied for, if required, for the State that CONTRACTOR will be adjusting CLAIMS, or will show proof that he/she is in compliance with the State's adjuster licensing laws. If the CONTRACTOR has applied for a temporary license, the CONTRACTOR warrants that he/she will furnish PRINCIPAL with a copy of the temporary license as soon as it is received.

Signature: _____

9.02 CONTRACTOR warrants that he/she are (or will be) familiar with the applicable state law and/or Deceptive Trade Practices Act for the State in which they are doing work.

Signature: _____

9.03 CONTRACTOR warrants that he/she will inform and furnish information to PRINCIPAL on any suits where CONTRACTOR has been named that were brought against an Insurance Company or Independent Adjusting Firm for which CONTRACTOR was doing work (i.e. CONTRACTOR is named in a suit on a file that he/she handled, or had a part in handling).

Signature: _____

9.04. CRIMINAL CONVICTIONS. CONTRACTOR warrants that he/she has never been convicted, in at least the last three previous calendar years, of either a state or federal felony, or misdemeanors involving the intentional injury or loss to a person or property, operating a motor vehicle while under the influence of drugs or alcohol, or endangerment of others while under the influence of drugs or alcohol. CONTRACTOR agrees to permit PRINCIPAL to conduct criminal background checks to the satisfaction of principal and/or principal's customers. CONTRACTOR's ability to receive CLAIM assignments is dependent upon PRINCIPAL's and/or customer's satisfaction with the criminal background check.

Signature: _____

9.05 PUBLIC ADJUSTER. CONTRACTOR warrants that CONTRACTOR has never been employed as, done work as, worked for, or received any compensation for assisting, or doing work as a public adjuster at any time during CONTRACTOR's work history. If CONTRACTOR has worked as a PUBLIC ADJUSTER, before CONTRACTOR is allowed to be added to PRINCIPAL's Adjuster's Roster, CONTRACTOR must provide PRINCIPAL with a **signed** affidavit that is attached to, and forms a part of this "Independent Contractor Agreement". The affidavit must state that CONTRACTOR has given up, and cancelled, all PUBLIC ADJUSTER license(s) in any state, or locale, where CONTRACTOR holds a PUBLIC ADJUSTER license(s). A listing of those states or locales must be listed on the affidavit. CONTRACTOR must also state that while they are under contract to PRINCIPAL, whether or not they are actively working for PRINCIPAL, that CONTRACTOR will "**only**" be engaged in the practice of adjusting, as defined in this contract, and will not be employed as, doing work as, work for, or receive any compensation for assisting, or doing work as a PUBLIC ADJUSTER.

Signature: _____

The undersigned CONTRACTOR confirms reading and acknowledges his/her understanding of this Agreement and accepts the terms and conditions set forth in this Independent Contractor Agreement. The undersigned also acknowledges making and/or receiving a copy of this Agreement for his/her own records.

This Agreement is executed in the City of Coppell, County of Dallas,

in the State of Texas on this _____ day of _____.

Signatures:

CONTRACTOR: _____ (Date)

(Signature) (Date)

(Printed Name)

The Edinburgh Group d/b/a Amcat (PRINCIPLE)
P.O. Box 1068
Coppell, TX 75019

By: _____ (Date)
(Signature) (Date)

(Name)

(Title)