

APPRAISER AGREEMENT

This Agreement ("Agreement"), entered into the date of submission via online application at www.nationwideappraisals.net by and between Appraisal Applicant, an Independent Appraiser Contractor organized and existing according to the laws of the state where located, based on application details ("IA") and Nationwide Appraisals, LLC ("Nationwide Appraisals"), having its principal place of business at 2521 Technology Dr., Suite 213, Elgin, IL 60124.

WITNESS THAT:

WHEREAS, Nationwide Appraisals seeks to offer its customers throughout the United States access to a nationwide network of insurance appraisal contractors committed to accurate appraisals with timely completion and customer convenience for an optimal cost; and Nationwide Appraisals has selected Independent Appraiser Contractor to be part of its Nationwide Appraisal Network to provide a very high level of service to its Clients, policyholders and claimants.

WHEREAS, IA has appraisers and personnel who are qualified to provide appraisal services for Nationwide Appraisals, its Clients (as defined below) and their policyholders and claimants; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, IA and Nationwide Appraisals agree as follows:

1. DEFINITION AND INTERPRETATION:

In the interpretation and application of this Agreement:

- a. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by or is under common control with Nationwide Appraisals
- b. "**Client**" any client or customer of Nationwide Appraisals, referred to the IA by Nationwide Appraisals, or clients or customers that are policyholders and claimants that otherwise contact the IA directly due to the IA's affiliation with Nationwide Appraisals.
- c. "**Images**" means photographic, magnetic, electronic or other acceptable images of the motor vehicles, registration/number plate. Beyond economic repair plate, VIN, Production Date, odometer and enough images to support the estimate for all damaged areas, including any significant Unrelated Prior Damage.
- d. "**OEM**" means original equipment supplied specifically for the motor vehicle by the manufacturer or by an approved original equipment parts supplier.
- e. "**IA**" is the person or company that executes this Agreement that operates the Independent appraisal business, where the context permits, includes the IA's employee's, appraisers, contractors, directors or agents, authorized to conduct the normal business of the Appraiser that is relevant to this Agreement.

2. TERM and TERMINATION

- 2.1 Term:** This Agreement is to remain in full force and effect from the Application Date and shall continue unless terminated by 15 days advance notice of termination in writing served by either party upon the other. Termination of this Agreement is without prejudice to any parties pre-existing rights and obligations which do not merge but continue to apply.

2.2 Termination without Notice. Nationwide Appraisals may at its own discretion terminate this Agreement at any time with or without cause

2.3 Effects of Termination. Upon notice of termination of this Agreement for any reason whatsoever, the following procedures shall be followed: (a) from and after the date of notice of termination, the IA shall not, without Nationwide Appraisal's consent, accept new claim assignments under this Agreement, and (2) upon Nationwide Appraisal's request and discretion, the IA may continue to perform its duties and obligations under the terms of this Agreement until all appraisal assignments submitted to IA by Nationwide Appraisals for appraisal work prior to the notice of termination have been completed to Nationwide Appraisal's satisfaction. The Appraiser is entitled for all payments due to Appraiser for the appraisal assignments completed post termination.

3. LICENSES

IA shall maintain and perform all services in accordance with all applicable laws and regulations. At Nationwide Appraisal's request, IA shall provide proof that it holds all required local, state, and federal licenses.

4. FEES AND PAYMENT TERMS

IA's appraisal fees have been provided by IA through the application process and can be altered in agreement between Nationwide Appraisals and IA after completion of application. Client Specific Pricing can be found in the client instructions provided with the assignment and the IA withholds the right to reject the assignment if need be.

Nationwide Appraisals retains the right to hold back part or all payment in the event of service related issues, as deemed by Nationwide Appraisals and/or their Clients. IA holds the right to dispute such charges within 30 days of non-payment; review will be completed and determined by Nationwide Appraisals within 30 days of notification of dispute.

5. IA REPRESENTATIONS REGARDING PERSONNEL

IA represents it has and shall have, during the term of this Agreement, personnel capable of providing accurate appraisals that meet standard industry specifications based on the assignment type received.

6. IA REPRESENTATIONS REGARDING CUSTOMER SERVICE & QUALITY

6.1 In providing appraisal services to Nationwide Appraisals and its Clients, IA shall perform all services in accordance with all applicable manufacturers' guidelines and specifications as well as any relevant regulatory safety standards and guidelines. IA represents and warrants that it's staffed by certified appraisers available to provide service to Nationwide Appraisals and its Clients, policyholders and claimants. IA agrees to complete all appraisals within the turn-around-time completion schedule determined by Nationwide Appraisals and its Clients, per carrier's complete guidelines as set forth in your assignment and supplied guidelines.

6.2 IA shall guarantee to make initial contact with the customer within 12 hours of receipt of assignment from Nationwide Appraisals and inspected within 48 hours (when vehicle is available). File MUST be uploaded within 24 hours of inspection.

6.3 To facilitate receipt of assignments from Nationwide Appraisals and its Clients, or developing appraisals and estimates, IA shall secure a license to use the estimating and referral software's designated by Nationwide Appraisals and/or its clients. IA will maintain an e-mail address to facilitate all communications with Nationwide Appraisals.

7. NO VOLUME

Nationwide Appraisals intends to utilize IA's appraisal services on an as-needed basis; however, Nationwide Appraisals makes no commitment to IA to provide for any minimum amount of work. -

8. CHANGE IN MANAGEMENT/OWNERSHIP/ESTIMATORS

In the event that IA has a change in ownership, or estimator, IA shall **immediately** notify Nationwide Appraisals of such changes.

9. CONFORMANCE WITH APPRAISAL PROCEDURES AND GUIDELINES

IA shall follow Nationwide Appraisal's recommended estimating Best Practices as well as any client specific practices provided to the IA by Nationwide Appraisals, by reference. Nationwide Appraisals reserves the right to amend Best Practices at any time with 30 days' notice to IA.

10. GUARANTEE

The IA warrants, guarantees and represents to Nationwide Appraisals that at the date hereof and at all times during the continuation of this Agreement, the accuracy of its appraisal services and quality of its workmanship.

11. SUBCONTRACTOR

IA may only subcontract any of its obligations set out in this Agreement to another appropriately licensed Appraiser. IA remains liable for all of the subcontractor's work, including the workmanship guarantee, pricing commitments, and any extra charges brought on by appraisers non-compliance.

12. INDEMNITY BY IA.

IA hereby agrees to and shall indemnify, defend, protect and hold Nationwide Appraisals and its Affiliates, officers, directors, shareholders, policyholders, employees, representatives, agents, parent corporations, affiliated corporations and related entities (each of the foregoing being hereinafter referred to as the "Nationwide Appraisals Indemnified Parties") free and harmless from and against any and all losses, claims, damages, actions, proceedings, arbitrations, investigations or threats thereof, and expenses related thereto (including reasonable attorneys' fees, disbursements, expert witness fees, and other reasonable costs and expenses of counsel) based upon a third party claim relating to or arising out any acts of negligence or breach or default by IA of its obligations set forth in this Agreement. The provisions of this Section 11 will survive the expiration or earlier termination of this Agreement.

13. USE OF NAME

IA shall not use the name of Nationwide Appraisals or any of its Affiliates or its member or client companies in any advertising, publicity release, or other communication without the express written consent of Nationwide Appraisals or such member company, respectively. Any marketing or soliciting of Nationwide clients is strictly prohibited and subject to immediate legal action.

14. OWNERSHIP AND PROPRIETARY INFORMATION IA acknowledges and agrees that all policies, procedures, manuals, communications, lists and other information furnished by Nationwide Appraisals pursuant to this Agreement, including rosters of Nationwide Appraisals agents or other information related to Nationwide Appraisals and its agents pertaining to this Agreement are confidential property of Nationwide Appraisals and its clients. The terms of this Agreement between IA and Nationwide Appraisals are confidential and IA is not to disclose, or divulge its contents to anyone in any manner without the express written consent of Nationwide Appraisals except as may be required by law, or in a response to a subpoena.

15. DISCLAIMER

Nationwide Appraisals makes no representations or guarantees regarding: (1) the amount of work, if any, IA will receive as a member of the network; (2) whether the network will be a success; and (3) the amount of profits (if any) IA is likely to make rendering the Services.

16. NOTICES

In the event that either party will be required to provide notification to the other party, notice can be provided either party by mail, Fax or e-mail as mentioned hereunder:.

NATIONWIDE APPRAISALS:

Attn. AARON ADAMS

2521 Technology Dr. Suite 213

Elgin, IL 60124

Phone 888-863-0001

Fax: 1-847-594-0244

Email: aadams@nationwideappraisals.net

17. COVENANT NOT TO COMPETE

In consideration of Nationwide Appraisals entering into this Agreement with the Appraiser, the Appraiser on its own behalf, and on behalf of any of its directors, employees and agents, irrevocably covenants with Nationwide Appraisals that it shall not, conduct a business or commercial activity that is similar to Nationwide Appraisals Nationwide Appraisal Network as conducted by Nationwide Appraisals during the term of this Agreement or solicit any Appraisal business from any Clients of Nationwide Appraisals.

18. SUCCESSORS AND ASSIGNS:

This Agreement is binding upon Nationwide Appraisals and the Appraiser and their respective successors and permitted transferees and assigns. Nationwide Appraisals may assign or transfer its rights and obligations under this Agreement.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Appraiser hereby waives the right to a trial by jury in any action or proceeding based upon, or relating, to the subject matter of this Agreement; this waiver is knowingly, intentionally and voluntarily given.

20. GUARANTEES:

20.1 In the event that the Appraiser is a corporation, a limited liability company, a limited liability partnership or a limited partnership, it covenants to Nationwide Appraisals to procure the execution by each and every principal of the Appraiser of a Guarantee in favor of Nationwide Appraisals of all of the obligations, responsibilities and monies owing by the Appraiser to Nationwide Appraisals pursuant to this Agreement, as if the Appraiser had been a sole proprietorship.

20.2 Each principal of the Appraiser executing this Agreement in his or her capacity as a principal hereby guarantees all monies due and owing by the Appraiser to Nationwide Appraisals and each and every obligation, liability and responsibility of the Appraiser to Nationwide Appraisals relating to touching upon or arising out of this Agreement and agree that this Guarantee shall be a continuing irrevocable Guarantee that shall that not be affected by any time or other indulgence granted to the Appraiser or if the Appraiser or any other guarantor should be relieved of any liability for any reason whatsoever including the insolvency of the Appraiser.

21. ILLEGALITY.

In the event that any of the terms of this Agreement become or are declared to be illegal or unenforceable by any court of competent jurisdiction or in the course of arbitration, such term(s) will be null and void and will be deemed deleted from this Agreement. All remaining terms of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year of Application upon completion of the new appraiser application process.

An original copy of this Agreement will be kept by Nationwide Appraisals.