

**INDEPENDENT CONTRACTOR AGREEMENT
(STATUTORY W-2)**

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into on _____, by and between WARDLAW INSURANCE SERVICES, INC., a Texas Limited Liability Company, hereinafter referred to as "WARDLAW" and _____, hereinafter referred to as "INDEPENDENT CONTRACTOR".

RECITALS

WHEREAS, WARDLAW is in the business of providing estimating, scoping and insurance adjusting services on a temporary basis to various insurance companies throughout the United States of America; and

WHEREAS, INDEPENDENT CONTRACTOR is engaged in his own separate business of offering scoping, estimating and/or insurance adjusting services to insurance companies desiring those services; and

WHEREAS, WARDLAW desires to retain INDEPENDENT CONTRACTOR's services as a scoper, estimator and/or insurance adjuster, and INDEPENDENT CONTRACTOR desires to render such services to and for the benefit of WARDLAW, all as set forth hereinafter.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

1. Appointment. WARDLAW hereby appoints INDEPENDENT CONTRACTOR as one of its independent contractors to render insurance adjusting services, estimating and/or scoping services to customers of WARDLAW as may be requested from time to time hereunder.

2. Acceptance of Appointment. INDEPENDENT CONTRACTOR hereby accepts his appointment as an independent contractor and agrees to use his best efforts and act in the utmost good faith while performing insurance adjusting, estimating and/or scoping services for WARDLAW's insurance company customers, including the proper preparation of reports, estimates and similar documents that are normally required by the insurance company and/or WARDLAW. During the period of the agreement, the INDEPENDENT CONTRACTOR shall work any and all catastrophes in the United States of America requested by WARDLAW.

3. Compensation. INDEPENDENT CONTRACTOR shall bill WARDLAW's directly for services rendered at the rates specified by WARDLAW for each customer and on invoices supplied by WARDLAW for that purpose. WARDLAW's insurance company customer shall make payment directly to WARDLAW. Upon receipt of payment from the insurance company customer, WARDLAW shall pay INDEPENDENT CONTRACTOR a specified percentage of the payment for INDEPENDENT CONTRACTOR for services hereunder and retain the balance for WARDLAW's administrative services.

4. Devotion of Time. INDEPENDENT CONTRACTOR shall devote a substantial portion of his working time for the benefit of WARDLAW in carrying out the performance of his duties as set forth herein. However, WARDLAW acknowledges that INDEPENDENT CONTRACTOR has his own business for which he will be required to devote time, energy and effort and therefore cannot devote 100% of his available time, energy and effort to his services hereunder. INDEPENDENT CONTRACTOR's relationship with WARDLAW is neither full time nor permanent.

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5. Independent Contractor Status.

(a) The parties expressly acknowledge, understand and agree that the relationship between WARDLAW and INDEPENDENT CONTRACTOR is one of hirer/principal and independent contractor, and that INDEPENDENT CONTRACTOR is also engaged in his own business. INDEPENDENT CONTRACTOR expressly acknowledges that he is not an employee of WARDLAW or any of the insurance company customers of WARDLAW and that his status as an independent contractor of WARDLAW cannot be changed to that of employee by course of conduct or dealing between the parties, by custom and practice in the industry, by operation of law, or by any verbal statements or representations by INDEPENDENT CONTRACTOR or any representative of WARDLAW. For the avoidance of doubt, the status of the INDEPENDENT CONTRACTOR as an independent contractor may only be changed by further express written agreement between INDEPENDENT CONTRACTOR and WARDLAW expressly stating that the status of INDEPENDENT CONTRACTOR is changed.

(b) WARDLAW is interested in the final result to be obtained by INDEPENDENT CONTRACTOR and shall not be managing, supervising, controlling or directing INDEPENDENT CONTRACTOR in the means and details of his performance of his scoping, estimating and insurance adjusting duties.

(c) INDEPENDENT CONTRACTOR is not eligible for and shall not participate in, any pension or stock option plan of WARDLAW.

(d) WARDLAW shall pay INDEPENDENT CONTRACTOR as set forth in paragraph 3 above. WARDLAW and INDEPENDENT CONTRACTOR acknowledge and agree that INDEPENDENT CONTRACTOR is a "Statutory Employee" pursuant to IRS laws and regulations. Accordingly, Medicare and Social Security taxes shall be withheld from compensation. However, federal, state or local income taxes shall not be withheld from compensation except to the extent required by any state or local jurisdiction. Following the end of each calendar year, WARDLAW shall issue a Form W-2 indicating compensation paid and Statutory Employee status. Except as provided in this paragraph 5(d) INDEPENDENT CONTRACTOR shall be responsible for the payment of all federal, state and local taxes on the amounts paid to INDEPENDENT CONTRACTOR hereunder and represents and warrants that he/she shall comply with all federal, state and local laws regarding same. INDEPENDENT CONTRACTOR shall indemnify, defend and hold harmless WARDLAW and the insurance company customers of WARDLAW from and against any and all liabilities for the payment of any and all taxes on or payable by reason of the amounts paid by WARDLAW to INDEPENDENT CONTRACTOR hereunder if demand is made upon WARDLAW or its insurance company customers for the payment of any such taxes.

(e) INDEPENDENT CONTRACTOR shall determine the time, place and number of hours he will work in order to perform the required scoping, estimating and/or adjusting services.

(f) It is the INDEPENDENT CONTRACTOR's obligation to obtain, furnish and use, at his own expense, all tools, instrumentalities, equipment, computer hardware and software, estimating programs, fax machines, telephones, pagers, secretarial staff, lodging and/or office space, transportation, meals and/or any other things necessary for the INDEPENDENT CONTRACTOR to perform the scoping, estimating and/or adjusting services and furnish acceptable estimates and/or reports to the insurance company customers of WARDLAW.

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(g) It is necessary that the INDEPENDENT CONTRACTOR have a valid license in his home state unless that particular state does not require such. In the event the particular state in which the catastrophe occurs requires that the INDEPENDENT CONTRACTOR obtain a license from the state to perform the job services, it is the obligation of the INDEPENDENT CONTRACTOR to obtain such license at his own expense. INDEPENDENT CONTRACTOR shall furnish WARDLAW with a copy of all required licenses.

6. Term. Term of this agreement shall remain intact unless otherwise dissolved by INDEPENDENT CONTRACTOR and/or WARDLAW. Intent to dissolve this agreement is provided in accordance with paragraph 8 below.

7. Restrictions on the Use of Trade Secrets and Confidential Information. During the term of this agreement, INDEPENDENT CONTRACTOR may have access to and become acquainted with various trade secrets and confidential information of WARDLAW including, but not limited to, business client lists and contracts, contract terms, work methods, etc. All such trade secrets and confidential information shall remain the exclusive property of WARDLAW. INDEPENDENT CONTRACTOR promises and agrees that he shall not use for himself or for others, or divulge or disclose to any other person or entity, either directly or indirectly, either during the term of this agreement or at any time thereafter, for his own benefit or for the benefit of any other person or entity or for any reason whatsoever, any of the trade secrets or confidential information described herein which he may conceive, develop, obtain or learn about during or as a result of performing his duties hereunder, unless specifically authorized to do so in writing by WARDLAW.

8. Termination.

(a) Either party may terminate this agreement by giving to the other party thirty (30) days written notice of termination. Notwithstanding the foregoing, in the event that INDEPENDENT CONTRACTOR's license is revoked, terminated, suspended or otherwise made ineffective, this agreement shall automatically terminate.

(b) Immediately following the termination of this agreement, INDEPENDENT CONTRACTOR shall render a final report on all matters then outstanding, together with final statements for services rendered and expenses incurred in connection with this agreement.

9. Indemnification. INDEPENDENT CONTRACTOR hereby agrees to forever defend, indemnify and hold harmless WARDLAW and its insurance company customers, and their respective officers, directors, members, stockholders, partners, brokers, salespersons, employees, attorneys, successors, representatives and assignees, from and against all claims, debts, losses, liabilities, demand, obligations, costs, expenses, actions and causes of action, judgments for damages, alleged claims and litigation, resulting directly or indirectly from the INDEPENDENT CONTRACTORS or INDEPENDENT CONTRACTOR's agents or employees acts or omissions in the performance of services pursuant to this agreement. This indemnification agreement shall include, without limitation, actual attorney fees incurred and court costs, as well as all other damages hereinafter described.

10. Waiver. The failure of either party to enforce at any time any of the provisions of this agreement or any rights in respect thereto or to exercise any election herein provided shall in no way be considered a waiver of such provisions, rights or elections.

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11. Remedies Not Exclusive. The rights and remedies of each party under this agreement are not exclusive but shall be in addition to all of the rights and remedies to which the party is entitled against the other party, except as specifically limited herein.

12. Gender. In this agreement, the masculine, feminine, or neuter of any word shall include any of the others, and the singular or plural of any word shall include the other whenever necessary to give this agreement meaning and clarity.

13. Binding Arbitration. IF ANY DISPUTE BETWEEN THE PARTIES ARISES OUT OF, OR IS RELATED TO THIS AGREEMENT, OR IF EITHER PARTY DESIRES TO ENJOIN ANY THREATENED BREACH, OR APPLY FOR A DECLARATION OF SUCH PARTY'S RIGHTS AND DUTIES HEREUNDER, OR IN THE EVENT OF ANY OTHER DISAGREEMENT OF ANY NATURE, TYPE OR DESCRIPTION BETWEEN THE PARTIES, REGARDLESS OF THE FACTS OR THE LEGAL THEORIES WHICH MAYBE INVOLVED, SUCH DISPUTE SHALL BE RESOLVED BY BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION BY A SINGLE ARBITRATOR IN ACCORDANCE WITH THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN EFFECT AT THE TIME THE ARBITRATION IS INITIATED, WHICH ARE AVAILABLE ONLINE AT THE AAA'S WEBSITE AT WWW.ADR.ORG.

THE ARBITRATION HEARINGS SHALL BE HELD IN THE DALLAS OFFICE OF THE AMERICAN ARBITRATION ASSOCIATION.

EACH PARTY EXPRESSLY WAIVES THE RIGHT TO A COURT TRIAL BY JUDGE OR JURY IN ANY JURISDICTION.

THE PARTIES AGREE THAT WARDLAW IS ENGAGED IN TRANSACTIONS INVOLVING INTERSTATE COMMERCE AND THAT EXCEPT AS PROVIDED ELSEWHERE IN THIS SECTION 13, THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION, ENFORCEMENT AND ALL PROCEEDINGS PURSUANT TO THIS ARBITRATION AGREEMENT LOCATED WITHIN THIS SECTION 13.

WARDLAW AND THE INDEPENDENT CONTRACTOR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH WARDLAW AND INDEPENDENT CONTRACTOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF THIS SPECIFIC PROVISION IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID.

14. Entire Agreement. WARDLAW desires to do business with INDEPENDENT CONTRACTOR only on the terms and conditions set forth in this written agreement and on no other terms. This written agreement revokes, cancels and supersedes any and all other agreements between WARDLAW and INDEPENDENT CONTRACTOR and constitutes the sole and entire agreement between them. No prior, contemporaneous or simultaneous agreements, promises, representations, inducements or statements, oral or written which are not set forth herein shall be of any force or effect, not shall they affect the legal or contractual relationships between the parties.

Initial: _____

15. Amendments. No amendment changing or altering existing terms, or adding terms to or deleting terms from this written agreement shall be valid or binding on WARDLAW or INDEPENDENT CONTRACTOR unless such amendment is in writing and executed by both WARDLAW and INDEPENDENT CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and effective as of the date first above written.

“WARDLAW”

WARDLAW INSURANCE SERVICES, INC.

By _____
(Wardlaw Signature)

“INDEPENDENT CONTRACTOR”

(Independent Contractor Signature)

(Independent Contractor Social Security Number)

Initial: _____