

TERMS OF ENGAGEMENT*

Subject to and in consideration of the mutual promises, conditions, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Services.** edjuster provides the following services:

- **Field Services (Inventory and Valuation of Contents):**

- edjuster's Content Claims Specialists will conduct an on-site inventory or a reconstruction/virtual inventory of all non-restorable contents or under the Total Content edjuster will inventory restorable contents and provide cleaning estimates of same.
- Once the inventory of the contents is complete, edjuster will conduct appropriate Like, Kind & Quality (LKQ) and Replacement Cost Value (RCV) for all non-restorable items and in turn provide the adjuster with a complete inventory and valuation report, including a suggested actual cash value by line item.
- edjuster will work with the policyholder, where contact with the policyholder is permitted, throughout this process to ensure the replacement costs are in line with the lifestyle buying habits of the policyholder and keep them informed on the progress of their claim
- edjuster will also provide the client with regular updates on the progress of the claim, from initial receipt to final valuation reports.

- **In House Services (Valuation only)**

- When an inventory list is prepared by a third party; insured, contractor, adjuster, etc., edjuster's Content Claims Specialists will review the details provided and work with the policyholder to gather any missing information, including but not limited to; details on original items, ages, etc. to ensure we have enough information to provide accurate LKQ & RCV values.
- edjuster will work with the policyholder, where contact with the policyholder is permitted, throughout this process to ensure the replacement costs are in line with the lifestyle buying habits of the policyholder and keep them informed on the progress of their claim.
- edjuster will also provide the adjuster with regular updates on the progress of the claim, from initial receipt to final valuation reports.

C. Receipt Reconciliation

- edjuster will reconcile replacement receipts with the original content evaluation to provide the adjuster with the recommended recoverable depreciation owed to the policyholder.
- edjuster will provide the adjuster with regular updates on the progress of the receipt reconciliation

2. **Fees and Invoices.** For the Services, Client agrees to pay edjuster the fees and rates as set out in, and in accordance with, edjuster FEE SCHEDULE. Client shall pay amounts due under this Agreement thirty (30) days after receipt of edjuster's invoice. Late payments may be subject to a late fee of 2% per month. For any disputed amounts, Client shall notify edjuster within ten (10) business days from receipt of edjuster's invoice.
3. **Confidentiality.** Confidential Information. "Confidential Information" shall mean all information that is not known to the public respecting the business of either Party, including without limitation information related to research and development; processes; trade secrets; customers; personnel and demographic records; suppliers; finances; information systems, including all screens, codes, manuals, documents, data, and reports; business plans; the information contained in this Agreement; and all similar information of any kind or nature whatsoever which is known only to persons having a fiduciary or confidential relationship with a Party. For purposes of this Agreement, Confidential Information shall not include information which (i) is, or becomes part of the public domain, through no fault of the receiving Party; or (ii) lawfully is or becomes available to a Party from a third Party not under an obligation to keep such information confidential; or (iii) is already in possession of the receiving Party without restriction on the use or disclosure; or (iv) is required to be disclosed to any governmental agency or court of competent jurisdiction by written subpoena, order or decree, provided however, that the receiving Party gives the disclosing Party advance written notice thereof and the disclosing Party has the opportunity to obtain an appropriate protective order of otherwise challenge such disclosure.
- a. **Acknowledgments and Treatment of Confidential Information.** Each Party acknowledges it shall have access to and acquire Confidential Information related to the business and operations of the other Party. Each Party shall use its best efforts to protect Confidential Information in a manner consistent with that in which it protects its own confidential business information. The Parties agree that Confidential Information may be used only in connection with the performance of this Agreement. Confidential Information shall only be disclosed to those employees or authorized third party personnel who need the information in order to provide the Services contemplated by

this Agreement. The Parties shall take all reasonable steps to prevent disclosure to any non-authorized party.

4. **Data Protection and Privacy.** edjuster shall comply with all applicable local data protection laws and requirements worldwide and will only collect, use, and disclose Client personal data (that which is processed as part of the Services for claims) in alignment with such laws.
 - a. **Security Measures and Notification.** edjuster will employ reasonable administrative, technical and physical safeguards to help protect the security and confidentiality of Client personal data and prevent the unauthorized use and disclosure of Client Confidential Information. edjuster shall endeavor to notify Client within seventy-two (72) hours of any confirmed security breach that may have resulted in the unauthorized disclosure of Client's personal data.
 - b. **Cooperation.** edjuster will cooperate with Client in regards to data subject rights requests, inquiries from regulatory authorities, and data protection / privacy impact assessments.
 - c. **Subprocessors.** Where edjuster uses third parties, e.g., subprocessors or service providers as those terms are defined under data protection laws, to deliver the Services, edjuster will bind them to contractual provisions which meet the legal requirements and edjuster will remain liable for all actions of any such subprocessors.
5. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, EDJUSTER'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THREE (3) TIMES FEES PAID BY CLIENT IN THE ONE YEAR PRIOR TO ANY CLAIM FOR DAMAGES. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER WHATSOEVER FOR ANY FOR ANY SPECIAL CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE IN RELATION TO THIS AGREEMENT.
6. **Indemnification.** Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless, the other Party (the "Indemnified Party"), its members, officers, directors, employees, consultants, agents from and against any and all claims, damages, expenses, losses and liabilities (including reasonable attorneys, fees and expenses) (collectively referred as "Losses") arising from the Indemnifying Party's breach of obligations under this Agreement or the Indemnifying Party's gross negligence or willful misconduct.
7. **Intellectual Property Rights.** The Parties agree that edjuster and/or any third party, as applicable, will retain all of their respective rights, title and interest, including all Intellectual Property Rights, which each may own prior to the term of this Agreement or which may be developed during the term of this Agreement, excluding any Confidential Information or

Intellectual Property of the Client. “Intellectual Property Rights” means any and all world-wide intangibles rights or interest evidenced or embodied in any copyright, copyright registrations and applications therefore, moral rights, patents, patent applications, trade-marks, trade-mark registrations and applications therefore, industrial designs, industrial design applications, inventions, know-how, show-how, trade secrets, integrated circuit topographies and integrated circuit topography applications, databases and other industrial or intellectual property anywhere in the world, whether or not registered or registrable.

8. **No Partnership.** This Terms of Service does not create nor will it in any circumstances be taken as having created a partnership or a joint venture relationship between the Parties nor will either Party or an agent or sub agent of that Party act as agent of the other. Neither Party shall start any legal action in the other Party’s name or on the other Party’s behalf or accept service of legal proceedings on the other Party’s behalf or admit liability for or agree to settle or purport to settle any claim or legal proceedings brought against the other Party or settle or act in any manner as to prejudice any claim or proceedings.
9. **Compliance.** edjuster and all of its employees shall comply with all applicable law, regulations, ordinances, statutes and local municipal rules, including being properly licensed in all states and for all lines of business for which they provide Services to the Client.
10. **No Subcontractors Without Written Permission.** With the exception of edjuster affiliated or associated companies, edjuster shall not engage any third parties for any portion of the Services provided to Client, without first obtaining prior permission from Client.

**Applies to all US clients.*