



Notary Service Packet

Requirements

Each Notary must furnish the following documentation before receiving new assignments. Please return all required documentation to admin@needanotary.com.

- W-9 (completed and signed IRS Form)
- Signed Notary Service Agreement

Notary Service Agreement

This Notary Service Agreement (hereinafter "Agreement") is entered into as of the Acceptance Date set forth below, by and between _____ (hereinafter "**You**", "**Yours**", "**Your**"), having its principle place of business at _____ and NeedANotary.Com (hereinafter "NAN"), its parent, subsidiaries, and affiliates, having its principle place of business at Los Angeles, CA 90068.

You will provide notary services in accordance with the terms and conditions set forth in this Agreement. **YOU** guarantee with NeedANotary.Com that You have and will maintain all applicable licenses and permits necessary to conduct **Your** business in the locations requested during the term of this Agreement. Without limiting any other representation or warranty provided for herein, **You** represent and warrant that the Services provided by **You** shall be: (i) performed in accordance with prevailing reasonable commercial standards and in a workmanlike manner, (ii) performed in compliance with all applicable federal and state laws, regulations, ordinances,

codes, and requirements, (iii) performed in accordance with NAN's written requirements, and (iv) performed in accordance with NAN's requirements as determined by NeedANotary.Com and communicated to **You** in writing.

In the event that NeedANotary.Com provides additional written requirements regarding the notary service, **You** will determine whether compliance is feasible and cost effective and implement such requirements (or terminate this Agreement, in whole or in part, if **You** determine the additional requirements are not feasible and/or cost effective).

You are an independent contractor and not the employee, agent or partner of NeedANotary.Com. Neither party has any ability to enter into any contracts or otherwise to legally bind the other. Each party shall determine, at its sole discretion, the manner in which its business is to be performed, provided that the Services provided by NAN to **You** meet applicable regulatory guidelines and the provisions of this Agreement.

In addition to the above, **You** represent and warrant that all services rendered pursuant to this Agreement shall be performed by **You**. **You** are liable for the performance of **Your** permitted employees who perform Services for **You** and that those employees shall be bound by the terms of the Agreement. **You** are also liable for any subcontractor **You** hire to perform signing services for NAN, and covenants that such subcontractors shall, prior to performance of any signing services, agree in writing to be bound by the terms of this Agreement. **You** must notify NeedANotary.Com in writing in advance of **Your** desire to retain any employee or subcontractor to support the performance of the signing services using NAN. Upon receiving such request, NeedANotary.Com reserves the right to disapprove such retention with or without cause for any reason or no reason at all.

You agree to indemnify, defend and hold harmless (including payment of reasonable attorneys' fees) NeedANotary.Com, its corporate affiliates, and any employee or agent thereof (each of the foregoing being hereafter referred to individually as "Indemnified Party") against all liability to third parties (other than liability solely the fault of the Indemnified Party) arising from or in connection with the performance of Services under the Agreement. **Your** obligation to indemnify any Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason. **You**, at **Your** sole expense and at NAN's option, shall conduct the defense or settlement of any such third-party action, **You** shall be held liable to NeedANotary.Com for all costs and expenses associated with such defense or settlement, including reasonable attorney's fees.

You agree to not give legal advice, explain legal documents or aid customer(s) in completing legal documents or actions unless **You** are an attorney.

You recognize and agree no Confidential Information or Personal Information in connection with the signing services will be sent through unencrypted email (e.g., name@hotmail.com, name@yahoo.com, etc.) or other unencrypted network.

Either party may terminate this agreement for any reason upon written notice to the other party.

This agreement may not be assigned without prior written consent of the other party.

Independent Contractor

You are conducting business as an Independent Contractor. **You** are not an employee of NeedANotary.Com or any of its affiliates. **Your** contract services will be utilized on an “as needed” basis. Nothing contained herein shall be deemed to create any employer/employee relationship between the parties herein or provide either party with the right, power of authority, whether expressed or implied, to create such duty or obligation on behalf of either party.

No training will be provided by NAN. **You** are expected to exercise independent judgment and discretion in the performance of services under this Agreement, and NeedANotary.Com shall exercise only general supervision in terms of the adequacy, sufficiency, and timeliness of Notary’s performance and direction to use NAN’s site.

You will maintain **Your** own place of business and equipment needed to operate **Your** business separate and apart from NAN. **You** understand and agree that NeedANotary.Com will not withhold any amounts from compensation for federal, state, or local taxes or for other related taxes of any kind. **You** will file all returns and pay all taxes to all appropriate government agencies reflecting the fact that **You** an independent contractor and not an employee of NAN. NAN will furnish 1099’s by January 31 each year according to the IRS regulation.

Notary Compensation

1. **You** provide the amount of signing fees as “Offers” to Customers’ Requests. Once Customer has accepted the Offer, the Customer will book **Your** service and pay the amount of **Your** Offer plus NAN’s commission unless under contract with NAN. NAN will hold the payment until signing has been marked complete in NAN’s system. Payments will be released immediately to your Stripe Account you created/linked at Registration unless under contract with NAN. Payment will consist of the **Your** Offer amount less any transmittal fees, if applicable (Currently not applicable).
2. Contracted Customers (“Vendors”) will be invoiced once signing has completed and payment to Notaries will be made either at disbursement of loan or based upon the agreed payment terms. Contracted Customer requests will be identified as invoiced and not COD at the time the request is sent to Notaries.
3. Once the completion report is submitted in NAN’s system, the responsibility for any payment disputes or refunds shifts to **You**. Any Customer disputes regarding payment or refunds shall be **Your** responsibility to resolve.
4. If the customer refuses to sign or refuses to complete the signing with **You** for any reason whatsoever, then no fee will be earned or be payable to **You** by NAN. It is **Your** responsibility to prepare the customer for signings by confirming proper

documentation, witnesses, acknowledgments/jurats, etc. before you meet with the customer. While not common, these signings are referred to as “refusals” or “refused signings” and are considered wholly incomplete assignments with no fees earned. Vendor Requests will specify if Vendors will compensate for “refused signings”. It is **Your** responsibility to review this information before submitting an offer.

5. Any requests for reconciliation of unpaid signings contracted by NeedANotary.Com must be made in writing and directed to admin@needanotary.com.

Financial Liability & Performance

Any defects or failure to perform services as required in this Agreement or identified by NeedANotary.Com staff can result in a reduction of the **Your** fees.

In instances where **You** fail to perform the services as required in this Agreement, NeedANotary.Com reserves the right to seek full compensation for harm sustained from the non-performance.

The parties acknowledge that in some instances monetary damages may not be sufficient to compensate for any economic loss which may be incurred by reason of a breach of this Agreement, accordingly, in the event of any such breach, the non-breaching party, in addition to the termination of this Agreement and any remedies available to it at law, shall be entitled to seek equitable relief in the form of an injunction precluding the breaching party from continuing such breach.

NeedANotary.Com presents Requests from Customers to **You** without cost to **You**. NAN spends time, energy, and effort to provide the leads at no cost to **You**. **You** agree not to take advantage of NAN’s efforts by providing the Customer with the ability to conduct their requests outside of NAN. This includes communicating email or phone numbers on the public profile on NAN.

You hereby authorize NeedANotary.Com to submit any notices of claims to its Errors and Omissions insurance and/or bond carriers on behalf of NAN.

Vendor Documentation

You agree to furnish the following documentation prior to receiving its first assignment (and periodically thereafter as such documentation is revised or updated):

1. W-9 (completed and signed IRS Form)
2. Signed Notary Service Agreement

Please return all required materials to admin@needanotary.com.

Confidentiality

Each party acknowledges that certain information, records, files, or documents relating to the other party's customers ("Customer Information") may be disclosed or delivered to the other party, or may come to each other's attention during the course of performance of this Agreement, and that such parties have certain rights to maintain the privacy and confidentiality of Customer Information, including but not limited to, rights under the Gramm-Leach-Bliley Act of 1999, as it may be amended from time to time.

"Confidential Information" means non-public information and related materials (whether written or oral) that a party to this Agreement (the "Disclosing Party") designates in writing as being confidential, proprietary or personal information to the party that receives such information (the "Receiving Party") or which, under the circumstances surrounding disclosure ought to be treated as confidential and/or proprietary by the Receiving Party. Proprietary Information and Personal Information shall be collectively called "Confidential Information". Confidential Information also includes information regarding the circumstances under which the Parties have agreed to exchange information under this Agreement.

"Personal Information" includes any "nonpublic personal information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws").

All right, title and interest in and to the Confidential Information (including all information created or stored on, deleted from and/or sent through the Disclosing Party's technology systems including but not limited to telecom, email, Internet, Intranet, desktop computers, network systems and related systems) will be and remain vested in the Disclosing Party.

The Receiving Party agrees: (1) it will not disclose any Confidential Information to third parties except as to those third party business associates and consultants who have a need to know and have also agreed in writing to maintain the confidential status of the Confidential Information and restrict its use in accordance with all the terms of this Agreement; (2) it will not use the Confidential Information for a purpose other than for the stated Purpose of the Disclosure; and will not copy such information for a purpose other than for the stated Purpose of the Disclosure; (3) to implement and maintain safeguards for all customer information received by the Disclosing Party, as required by all applicable laws and/or regulations, including the Gramm-Leach-Bliley Act; (4) to defend, indemnify and hold the Disclosing Party harmless from all claims, liabilities, damages, or judgments involving a third party, including the Disclosing Party's costs and attorney's fees, which arise as a result of the

Receiving Party's failure to meet its obligations under this Agreement. It is acknowledged and agreed that the foregoing indemnification obligation also includes a duty to fully reimburse the Disclosing Party for all security breach notification costs and expenses that may be awarded by a court of law in the event that Personal Information is unlawfully disseminated due to a failure of the Receiving Party's safeguards; and (5) to return or destroy all tangible and intangible manifestations of the Proprietary Information of the Disclosing Party, including all items containing any Proprietary Information, upon the request of the Disclosing Party.

The Receiving Party agrees that any unauthorized use of the Confidential Information by the Receiving Party may cause the Disclosing Party irreparable harm for which its remedies at law would be inadequate. Therefore, in addition to any other rights it may have at law, the Disclosing Party will be entitled to seek equitable relief.

Choice of Law

This Agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to choice of law principles. The parties agree that Los Angeles County, California is a reasonably convenient place for the trial of cases arising under this contract.

Agreement and Acceptance

This sets forth the bases of our understanding and agreement. The undersigned agrees to and accepts all terms included in this Agreement. Any modifications to this Agreement must be made in writing and signed by both parties.

Agreed and accepted this ____ day of _____, 20____ ("Acceptance Date").

NeedANotary.Com

Notary/Company Name

Signature

Signature Name:

Name:

Title:

Title:

Location:

Address: