

ACROSS TOWN NOTARY, LLC

Independent Contractor / Notary Agreement

Welcome to ACROSS TOWN NOTARY, LLC. You must agree to the following Terms and Conditions of this independent contractor agreement ("Agreement") before receiving mobile notary dispatch orders from ACROSS TOWN NOTARY, and before using the ACROSS TOWN NOTARY website ("Site"). By using our Services or indicating your agreement on the notary registration web page, you are agreeing to become bound by these terms of our Service. This is a legally binding agreement. If you do not agree with these terms, you should not use the ACROSS TOWN NOTARY website, you may not receive mobile notary dispatch orders from ACROSS TOWN NOTARY, you may not perform any work for ACROSS TOWN NOTARY ("Services"), and you should request termination of any account you may have with ACROSS TOWN NOTARY.

1. ACROSS TOWN NOTARY Services. ACROSS TOWN NOTARY is a nation-wide traveling notary network. We are currently in 50 states and have well over 90,000 signers who provide fast, professional, and courteous service to homeowners in the process of financing properties.

2. Engagement. ACROSS TOWN NOTARY hereby engages you, and you hereby accept such engagement, subject to the terms and conditions set forth in this Agreement, to perform mobile notary signing services on behalf of and for ACROSS TOWN NOTARY (the "Services").

3. Compensation.

a. In consideration of your performance of the Services as provided herein, ACROSS TOWN NOTARY agrees to pay you the amount specified and arranged at the time of accepting the order from ACROSS TOWN NOTARY.

b. If a particular signing requires you to make more than one trip, you will be paid per trip; however, any additional trips MUST be authorized and fee agreed upon by an ACROSS TOWN NOTARY representative, or you will not be compensated for such additional trip.

c. Notary is responsible for ensuring their Notary Profile credentials are complete including a current W-9. ACROSS TOWN NOTARY may withhold payment to notary until a current W-9 is received.

d. If you make a mistake, miss a signature, miss a stamp, miss shipping deadline, miss scanback deadline, or in any other way cause there to need corrections to your assignment, then your fee may be reduced by \$25 or an amount equal to the cost of the correction (i.e., required to hire another notary to fix the problem) whichever is greater. ACROSS TOWN NOTARY will always contact the assigned notary first and request that the notary cure the error timely. ACROSS TOWN NOTARY understands that there will be errors at times. ACROSS TOWN NOTARY expects the assigned notary to act as a professional and take responsibility for errors within his or her control.

e. Payments shall be processed within 45 days of completion of the assignment. Payments

are made on Fridays by 9pm PST following Net 45 via Checkbook.io.

f. Payment inquiries shall be directed to Julie@acrosstownnotary.com.

g. In the event ACROSS TOWN NOTARY processes payment to notary and notary fails to cash check within 90 days, said check will be voided. A \$3 fee will be deducted each time a check must be reissued due to the 90 day void passing date.

4. Expenses. ACROSS TOWN NOTARY shall not be responsible for any expenses you accrue in performing the Services. You shall be responsible for payment of all your business expenses, and all taxes and license fees assessed by any governmental unit in order for you to perform the Services hereunder, and you shall be responsible for payment of all dues to any professional organization of which you are a member.

5. Term and Termination.

a. This Agreement shall be effective and shall remain in full force and effect for a period of one (1) year, unless earlier terminated as provided herein. After the initial term, if the Agreement has not been terminated, the Agreement shall automatically renew for consecutive one-year terms.

b. Upon termination or expiration of your engagement with ACROSS TOWN NOTARY for any reason, you shall immediately return to the ACROSS TOWN NOTARY all documents, promotional materials, property and other records of ACROSS TOWN NOTARY, and all copies thereof, within your possession, custody or control.

6. Your Responsibilities and as a Notary for ACROSS TOWN NOTARY, and Your Warranties to ACROSS TOWN NOTARY.

a) You are responsible for the use of your account by anyone using your account. You are responsible for insuring that any user of your account fully complies with the Terms & Conditions of this Service.

b) You must be eighteen (18) years of age to use the service, and by agreeing to these terms and using this Service you hereby represent and warrant that you are at least eighteen years of age.

c) You hereby warrant that you are a licensed notary under the state of where you will be performing signings, and comply with the minimum bond requirements of your state.

d) You must act and dress in a professional manner at all times. Unprofessional attire and attitude will not be tolerated, as quality control checks are often implemented.

Unacceptable conduct and inadequate service may result in fee deductions and/or the termination of this Agreement.

e) You agree to act only as a notary under this Agreement and not to give legal advice to customers.

f) You understand that ACROSS TOWN NOTARY is the only institution from which you will receive payment. All questions regarding your fees and invoicing are not to be directed to the customers (i.e. the borrowers, loan representatives, lenders, etc.).

g) You agree to make your appointments on the day and time required by the lender and follow ACROSS TOWN NOTARY' notary guidelines (our instructions as well as the rules that are included in every set of loan documents), which are incorporated herein by reference.

h) You are responsible for providing and maintaining all personal computer and

communications equipment and Internet access accounts necessary to gain access to the ACROSS TOWN NOTARY website and agree to the 'Technical and Security Guidelines for 3rd Party Partners of ACROSS TOWN NOTARY which are incorporated herein by reference.

i) You agree to immediately inform ACROSS TOWN NOTARY of any apparent breaches of security, such as loss, theft, or unauthorized disclosure or use of an I.D., or password. Until ACROSS TOWN NOTARY is notified, by electronic or conventional mail of a breach of security, you will remain liable for any unauthorized use of your ACROSS TOWN NOTARY account.

j) You agree to use ACROSS TOWN NOTARY Services in a manner consistent with any and all applicable laws and regulations. You also agree not to use the Service to violate any rule or regulation at any educational institution.

k) You acknowledge that under no circumstances will you upload any viruses, ActiveX or Java installers, or Internet Explorer Exploits onto the Site.

l) You hereby agree that you will not delegate your responsibilities under this agreement to another person, under any circumstances. This agreement is not assignable in any way.

m) YOU UNDERSTAND AND ACKNOWLEDGE THAT ACROSS TOWN NOTARY DOES NOT SCREEN CUSTOMERS IN ANY WAY. YOU UNDERSTAND THAT ACROSS TOWN NOTARY SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE SERVICES RENDERED TO CUSTOMERS THROUGH THE ACROSS TOWN NOTARY SERVICE

7. Independent Contractor. You agree that you shall act as an independent contractor in the performance of your services hereunder. Nothing in this Agreement is intended nor shall it be construed to constitute you as a partner, employee or agent of ACROSS TOWN NOTARY or you being in a joint venture relationship with ACROSS TOWN NOTARY, and neither you nor ACROSS TOWN NOTARY shall have any authority whatsoever to bind the other in any manner. You warrant that you will not hold yourself out to be or represent to anyone that you are an employee of ACROSS TOWN NOTARY, or that your relationship to ACROSS TOWN NOTARY is other than that of an independent contractor. You agree to indemnify and hold ACROSS TOWN NOTARY harmless from any and all liability arising out of or with respect to any representation or promise made by you which bind ACROSS TOWN NOTARY or any agreement entered into by you on behalf of ACROSS TOWN NOTARY. You shall be and agree to be solely responsible for the payment or withholding of any and all income, employment, FICA, unemployment insurance, social security or other payroll taxes, state disability and any other payroll deductions required to be paid or withheld with respect to your compensation, as well as any insurance you may choose to carry. You acknowledge that as an independent contractor you are not entitled nor will ACROSS TOWN NOTARY make available to you any of the benefits afforded to employees of ACROSS TOWN NOTARY. You agree to indemnify and hold ACROSS TOWN NOTARY harmless from any and all liability arising out of or with respect to such payments, withholdings and benefits, if any. You hereby agree to maintain workman's compensation insurance in accordance with applicable state and federal laws when employing other employees. In addition, you shall maintain comprehensive general and vehicular insurance for claims of damages of bodily injury (including death) and property damage caused by or arising out of acts or omissions of your employees. You further understand the following:

a. That ACROSS TOWN NOTARY will provide no training to you whatsoever;

- b. ACROSS TOWN NOTARY will not reimburse you for any expenses you incur in performing the Services;
- c. You are free to perform notary tasks for others outside of your obligations to ACROSS TOWN NOTARY (i.e. there is no "exclusivity agreement" between you and ACROSS TOWN NOTARY); and
- d. If you earn over \$600 per year, or any future minimum amount dictated by the IRS, then ACROSS TOWN NOTARY will issue you a form 1099-MISC and report such income to the IRS.

8. Copyright & License. The content, HTML, Flash files, databases, web scripts, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Site is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Site.

9. Trademarks. "ACROSS TOWN NOTARY" is either trademarks or registered trademarks of ACROSS TOWN NOTARY.

10. Nontransferable. Your right to perform the Services and use the Site is not transferable. Furthermore, any password or right given to you to obtain information or documents is not transferable.

11. Disclaimer and Limits. THE SITE AND INFORMATION FROM OR THROUGH THE SITE IS PROVIDED "AS IS," "IS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES PROVIDED THROUGH THE SITE MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE, OR LIABILITY ARISING OUT OF THE RELATIONSHIP BETWEEN YOU AND CUSTOMERS OF ACROSS TOWN NOTARY. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND

OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE, SERVICES AND THE INFORMATION WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING THE ACROSS TOWN NOTARY FORMS OR DOCUMENTS ARE DISCLAIMED. WE WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT MAY RESULT FROM USE OF OR INABILITY TO USE OUR SITE. OUR MAXIMUM LIABILITY TO YOU UNDER ALL CIRCUMSTANCES WILL BE EQUAL TO THE AGGREGATE FEES THAT ACROSS TOWN NOTARY HAS PAID YOU FOR YOUR SERVICES OVER THE COURSE OF THE TERM.

12. Privacy Policy. Our Privacy Policy, as it may change from time to time, is a part of this Agreement.

13. Reviews. ACROSS TOWN NOTARY will review notaries honestly based on our experience and the experience of the signers.

14. Miscellaneous. This Agreement shall be treated as though it were executed and performed in Omaha, Nebraska, and shall be governed by and construed in accordance with the laws of the State of Nebraska (without regard to conflict of law principles). Any cause of action by you with respect to the Site or the Services (and/or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 10. The language in this Agreement shall be interpreted as in accordance with its fair meaning and not strictly for or against either party.

If any controversy or dispute arising from or relating to this Agreement, the Site or the Services, even if arising after termination of this Agreement, cannot be resolved through mutual agreement, the sole means of resolving the controversy will be binding arbitration under the auspices of the American Arbitration Association ("AAA") in Omaha, Nebraska, in accordance with the AAA's then-existing Commercial Arbitration Rules. The arbitration award may be enforced as a judgment by a court of competent jurisdiction. This arbitration provision will apply to all disputes between you and ACROSS TOWN NOTARY and will survive termination of our relationship and this Agreement. You acknowledge that you understand the consequences of agreeing to binding arbitration, including that you are giving up any and all constitutional and statutory rights to have disputes between us determined by a court of law or equity or by a jury; that discovery of information in arbitration may be limited; and that the arbitration decision will be final and binding, except to the limited extent that law provides for judicial review of arbitration proceedings and decisions. If for any reason this foregoing mandatory arbitration provision is invalid or unenforceable, then all legal proceedings arising out of or in connection with this Agreement shall be brought solely in Omaha, Nebraska. You expressly submit to the exclusive jurisdiction of said courts and consent to extraterritorial service of process. Should any part of this overall Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to

enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.

The Notary shall not give or suggest advice, or offer opinions or legal opinions at any time that may influence the signer in any way. All questions during the signing are to be referred to ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS.

Notary agrees to supply all office equipment, automobiles, and insurances or other physical items needed for Notary to perform their duties. Notary shall bear all costs of these items.

The Notary is solely responsible for all state, federal, and local taxes due for their services.

The Notary is required to fill out the Completion Report on the 'Signing Order' or other platform upon completion of agreed procedure. The Completion Report must include the tracking number for the package. ACROSS TOWN NOTARY, LLC shall remit Notary's fee within 30-45 business days of Completion Report.

By signing below the Notary/Independent Contractor acknowledges that they have read and understand the above and agree to the terms set forth by ACROSS TOWN NOTARY, LLC.

Return signed form to ACROSS TOWN NOTARY, LLC via email or mail.

Scan and email to Julie@acrosstownnotary.com.

To mail, call (402) 609-0307 (or email us) for the mailing address.

Notary / Independent Contractor:

Signature

Date

Print Name

Cell #

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