

NOTARYGO

NATIONWIDE SIGNING SOLUTIONS

The purpose of this Service Agreement is to establish a working relationship, in writing, between **NotaryGO** ("Company"), and the **Agent** ("Agent") engaged by Company to conduct signing services.

HEADINGS

The headings contained in this Agreement are for convenience purposes only and shall have no effect on the interpretation of this Agreement.

PRIVACY

In accordance with the requirements of the Gramm-Leach-Bliley Act and other applicable statutes and regulations regarding privacy rights, Confidential Consumer Information may not be disclosed or used for any other purpose other than to carry out the purposes for which Company disclosed, or authorized or caused the disclosure of, the information, including use or disclosure as required by law. Agent will safeguard all information to prevent the inadvertent disclosure of such Confidential Information. "Confidential Information" shall mean any and all Nonpublic Personal Information provided by Company and its Client regardless of the form in which such information is disclosed. Agent agrees that they have antivirus software on computer, latest OS and patches, only use computer to access website and sensitive information in a trusted network – no coffee shops – etc. Agent shall adopt appropriate technical and organizational measures to protect Personal Identifiable Information (PII) against accidental, unauthorized or unlawful processing, destruction, loss, alteration, disclosure and access, in particular where processing involves the transmission of PII over a network, and against all unlawful processing.

BUSINESS INFORMATION (CLIENT LIST)

Agent acknowledges and agrees that all business information including client list (companies that Company has agreed to obtain notarizations for and the persons whose signatures are notarized under the Agreement with Company) and all other business information specific to Company is confidential and a valuable asset of Company or its corporate Client as the case may be. Except for information that is a matter of public record, Agent shall not disclose any confidential information for the benefit of the Agent or any other person without prior consent of Company.

AGENT

It is understood that this Agreement does not constitute an employment agreement and that the status of the Agent and any officers, employees and agents of the Agent is that of an Independent Contractor and not that of an employee of Company. The Agent will not, directly or indirectly, act as an agent, servant or employee of Company, or make any commitments or incur any liabilities on behalf of Company.

BUSINESS OF CONTRACTOR

The Agent represents and warrants to Company that the Agent is engaged in an independent calling and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services specified in this Agreement. Upon request by Company, the Agent shall provide Company with copies of all documents reasonably requested by Company to verify the Agent's established business and the representations set forth herein. Notwithstanding any due diligence performed by Company with respect to the subject matter of these representations, the Agent shall indemnify and hold Company, its directors and officers, and its agents and employees, harmless from any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including attorney fees, arising from breach of the representations set forth in this section.

INDEMNIFICATION

Agent does hereby agree to defend, indemnify and hold harmless Company, and their trustees, officers, employees, agents, contractors, and servants from any and all claims and liabilities of any type or nature whatsoever arising out of any act, omission or negligence by Agent, its officers, employees, agents, contractors or servants which may now or hereafter arise out of or result from or in any way be related to the provision of services pursuant to this Agreement.

DISPUTE RESOLUTION

Any action, dispute, claim or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to, this Agreement (each, a "Dispute") will be attempted to be resolved through internal processes expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the disputed issue. In the event a dispute is not resolved by internal processes and the matter proceeds to litigation, the prevailing party in the litigation is entitled to recover its reasonable attorney fees (including, if applicable, reasonable charges for in-house counsel), court costs and other legal expenses from the non-prevailing party. The laws of the State of California shall govern this Agreement, excluding any applicable conflict of law provisions and each party hereto submits to sole and exclusive jurisdiction and venue in the state and federal courts of California.

ASSIGNMENT

Company may assign any or all of its rights and duties under this Agreement at any time and from time to time without the consent of the Agent. The Agent may not assign any of its rights or duties under this assignment without the prior approval and consent of Company.

AGENT'S BACKGROUND REPORT

Agent agrees to provide a background report from a third party Consumer Reporting Agency approved by Company or allow Company to use Crimcheck.com or another third party Consumer Reporting Agency to conduct a background investigation and provide Company with a background report on the Agent prior to the Agent performing services for Company and its clients. Agent agrees to update the background report within 15 days of the annual anniversary of the previous background check either by providing a background report from an approved third party Consumer Reporting Agency conducted within 15 days of the annual anniversary of the previous background check or by allowing Company to use Crimcheck.com or another third party Consumer Reporting Agency to conduct a background investigation. Agent understands and agrees that Company will provide such background reports on the Agent to Company's clients upon request by such clients in connection with safety purposes. Background reports will only be used and share with Company's clients when Agent's services will be utilized for that particular client. Company agrees not to release the social security number, birth date, or Driver's license number of Agent to anyone unless it receives consent from the Agent or is otherwise mandated by law to do so.

COMPLIANCE WITH LAWS

Each party shall, in the performance of all of its rights and obligations under this Agreement, comply with all applicable laws, rules, regulations and by-laws and with all orders, decrees, policies and directives issued by applicable governmental authorities. Nothing in this Agreement shall be construed as requiring either party to perform its obligations hereunder, where such performance shall constitute an infringement, contravention, breach or interference with any third party. To the extent that the regulations referred to in clause 1 of the Compliance with Laws section of this Agreement are advisory rather than mandatory, the standard of compliance to be achieved by each party will be the best practice of the relevant industry.

PAYMENT INFORMATION

It is the Agent's responsibility to confirm the fees listed on all order confirmations are in the correct amount for final payment. No verbal agreements will be honored. Company will not pay a print fee if the order cancels prior to the scheduled signing. Additionally, if Agent commits any errors or omissions which cause the need for corrections and/or additional shipping of documents, Agent will be responsible for supplying the requested corrections at no additional charge and paying the delivery fee (FedEx/UPS) to return documents where necessary.

Company will pay all fees and costs monthly. In all cases payment will be generated at the end of the month for the previous month's work. Agent must provide a social security or EIN number and valid copy of notary license prior to payment being processed. If Agent receives earnings over \$600 in a calendar year, Agent will receive a 1099 for that year in accordance with IRS rules.

Company posts payable signings on Agent profile in Company website (www.NotaryGO.com) on a daily basis. Agent is responsible for reviewing all signing fees. Payments will be made on the 28th of every month for the previous month's business. Agent has from the 1st to the 21st of each month to dispute any signing fee. If Agent fails to advise Company in writing within the 1st to the 21st of any month for the previous month's business, Agent will be deemed to have waived any and all objections to the same and agreed that the invoice is accurate and proper.

INCOMPLETE PROFILE - All Agents are required to have completed profiles. All "required credentials" must be uploaded to the Company website. Missing "required credentials" will result in a hold being placed on an agent's check until their profile is completed. Required Credentials Include: *Background check, Notary commission, SA Agreement, W9, Profile photo, Driver's license.*

PLEASE NOTE:

Company WILL NOT accept future payment discrepancies once the above process is complete.

NO-SHOW FEES

Company pays the full fee for showing up to the home whether or not the signer arrives.

ONLY EXCEPTION: Structured Settlement Appointments must be confirmed with the signer prior to going out to signing. If you can't reach signer 30 minutes prior to appointment time, please contact Company immediately.

TRIGGER LANGUAGE

Agent has a responsibility to report complaints to Company management immediately following the appointment. A complaint is any written or oral statement by signer expressing dissatisfaction about products, policies or service. Please watch for trigger language, consumer criticism and consumer media buzz language.

SERVICE LEVEL REQUIREMENTS

1. CHECK IN/OUT FROM THE APPOINTMENT – **ALWAYS** - This is **THE MOST IMPORTANT RULE** at Company. Check in by SMS or Phone!
2. SIGNER CONFIRMATION – Please reach out to the signer to confirm appointment when you receive your confirmation.
3. FRIEND/CHILD/PET at signing – **NEVER**
4. APPEARANCE – **ALWAYS** Casual business attire (no jeans, t-shirts, shorts, etc...)
5. DOCUMENTS – **ALWAYS** single sided only & plain white paper - **NEVER** highlighter.
6. APPOINTMENT TIMES/DATES – **NEVER** change an appointment time/date
7. SIGNER NO-SHOWS/NO-SIGNS – **ALWAYS** call company from table.
8. QC DOCUMENTS BEFORE LEAVING THE APPOINTMENT – **ALWAYS!**
9. NOTARY SEAL & JOURNAL - Each Agent shall safeguard his or her seal and notary journal at all times based on state law.

SURVIVAL

All provisions of this Agreement and related obligations concerning indemnification, security, privacy, confidentiality, and representations and warranties shall survive the termination of this Agreement.

SEVERABILITY

If any provision of this Agreement shall be held invalid for any reason, then such provision shall be severed from the remaining provisions of this Agreement and shall not affect the validity or enforceability of the other provisions of this Agreement, unless the invalidity of any such provision deprives any of the economic benefit intended to be conferred by this Agreement.

ADDENDUM - Solicitation

This ADDENDUM is attached to and forms part of the Agreement between Company and the Agent engaged by Company to conduct signing services.

COMPETITION - NEVER bring up the name of another competing client when doing a signing. You are to represent only the client on the paperwork. Failure to follow this rule will result in the termination of your relationship with Company.

REMEDIES FOR BREACH OF THE PRECEDING TERM - The parties acknowledge and agree that any breach or threatened breach of this term of this Agreement may result in irreparable damage to the client for which there will be no adequate remedy at law.

Therefore, the Agent agrees that in the event of any breach of this term of this Agreement by the Agent, the Disclosing Party will be entitled, in addition to any other rights and remedies available to it, to the following remedies:

INJUNCTIVE RELIEF: Prohibition of any further intentional interference with prospective business advantage. This relief is afforded without showing or proving any actual damages have been sustained;

ATTORNEY FEES: The Parties agree that in any litigation relating to the Agent's breach of this term of this agreement, the prevailing party shall be awarded the costs, expenses, and actual attorney fees incurred by that party as a result of the litigation. Moreover, Breach by Agent of this term of this Agreement will cause Agent to be liable for any indirect, incidental, punitive, or consequential damages for any cause of action, whether in contract, tort, or otherwise, arising out of the breach; and

LIQUIDATED DAMAGES: The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by material breach of this term of this Agreement. Therefore, the Parties agree that, in the event it is established, that Agent has violated this term, Agent shall be jointly and severally liable to Company and the client for liquidated damages, in the amount of one (1) thousand dollars (\$1,000) for each breach. The Parties further agree that this liquidated damages provision represents reasonable compensation for the loss which would be incurred by Company or the Client due to any such breach. Agent also agrees that nothing in this section is intended to limit Company right to obtain injunctive and other relief as may be appropriate.

HOLD HARMLESS: Should either party hereto breach any of the provisions of this Agreement, then he, she or it shall indemnify and hold harmless the other from and against all claims, causes of action, obligations, damages and liabilities, including court costs, consultants' fees, and attorneys' fees, arising from or in connection with the breach.

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all such counterparts together will constitute one and the same instrument.

ELECTRONIC SIGNATURES

Each of the parties hereto (a) has agreed to permit the use, from time to time and where appropriate, of faxes or electronically delivered signatures, (b) intends to be bound by its respective faxed or electronic signature, (c) acknowledges such reliance and waives any defenses to the enforcement of the documents effecting the transactions contemplated hereby contemplated by this Agreement based on the fact that a signature was sent by fax or electronic means. This Agreement will be fully executed and delivered when each party hereto has received counterparts hereof signed by all of the parties hereto.

By signing below, you are acknowledging that you have read the rules above and that you agree to provide services to Company as an Agent. Agent agrees that termination of service to Company shall not release Agent from obligations under the above paragraphs.

Agent Signature

Signature

Date

Print Name