



## EXELA REMOTE NOTARIZATION - NOTARY AGREEMENT

In consideration of the mutual terms, conditions, and covenants herein, the parties agree as follows:

### 1. Definitions:

**“Document”** means a document in electronic form that a User/Customer presents on the Exela Remote Notarization Platform to be signed, Notarized or otherwise used in connection with a Transaction or other Services

**“Exela Notary” or “Notary”** means the on-demand notary service which provides online display, electronic signature, Remote Online Notarization and storage services for eDocuments, and enables the creation and storage of electronic notarial Journal and Recordings, all via the Internet and also means a Signer who is a natural person commissioned as a notary public by a state, jurisdiction or territory of the United States, who has the required certifications, approvals and training to perform Remote Online Notarization, and who is invited by a Customer to use Exela Remote Notarization Platform.

**“Exela Remote Notarization Platform” or “Services”** means Exela’s provision of Platform access to Subscribers for the purpose of procuring Notarizations, E-Sign Services, and related services.

**“Journal”** means a chronological record of entries of data and information regarding a Session conducted on Exela Remote Notarization Platform, and the eDocuments and Signer(s) participating in such Session, which record is required to be created and maintained by the Notary under Notarial Law.

**“Notarial Law”** means the laws, rules, regulations and guidance of each state, jurisdiction or territory of the United States governing the conduct of Remote Online Notarization by a Notary duly commissioned in such state, jurisdiction or territory.

**“Notarization”** means an authorized notarial act performed by a Notary in accordance with Applicable Notary Law.

**“Platform”** means, collectively, (a) the API, (b) the App, (c) the Sites, (d) the Services, (e) the Exela Content, and (f) the Exela System, and all modifications, additions, or enhancements of any of the foregoing.

**“Recording”** means the audio-video recording of the audio-video communication conducted during a Session on Exela Remote Notarization Platform.

**“Remote Online Notarization” or “RON”** means the use of audio-video communication technology to complete a notarial act where the Signer applying an electronic signature to eDocument(s) is not in the same physical location as the Notary at the time the notarial act is performed.

**“Transaction”** means any eDocument that is reviewed, executed and notarized during a Session.

### 2. Applicability:



This Agreement applies to Notary who access or use the Exela Remote Notarization Platform (“ERN Platform”) to provide Notarizations or other services in any capacity, including as Exela’s Notary.

### 3. General Terms for Notary:

#### 3.1. Relationship with Exela.

Notary acknowledges that Notary is providing Notarizations on behalf of the Users/Customers who request Notarizations. This Agreement do not constitutes an employment agreement or otherwise creates an employment relationship between Notary and Exela.

#### 3.2. Authorization:

NOTARY IS AUTHORIZED TO PERFORM NOTARIZATIONS THROUGH THE ERN PLATFORM ONLY WHILE NOTARY : (A) IS DULY AUTHORIZED BY NOTARY’S COMMISSIONING JURISDICTION TO PERFORM REMOTE ONLINE NOTARIZATIONS, (B) NOTARY HAS A VALID DIGITAL CERTIFICATE WHICH COMPLIES WITH APPLICABLE NOTARY LAW, AND (C) IS PHYSICALLY LOCATED WITHIN THE TERRITORIAL LIMITS OF NOTARY’S COMMISSIONING JURISDICTION. TRANSACTION SIGNATORIES AND PARTICIPANTS MAY CONNECT WITH NOTARY THROUGH THE ERN PLATFORM FROM LOCATIONS OUTSIDE NOTARY’S COMMISSIONING JURISDICTION.

#### 3.3. Compliances & Responsibilities:

3.3.1. Notary will observe and act in accordance with Exela’s rules and policies to ensure legal and regulatory compliance of the ERN Platform and the integrity of notarial and other acts facilitated by the ERN Platform, will maintain accurate profile information on the ERN Platform, and will provide current and updated copies of any Compliance Documentation as Exela reasonably requires. **“Compliance Documentation”** means Notary’s (a) proof of completion of training required by Applicable Notary Law if any) (b) proof of Notary’s authorization to perform Remote Online Notarizations, (c) proof of sufficient E&O insurance, and (d) any other documentation that Exela reasonably requires to ensure compliance with applicable law. Exela may update Compliance Documentation requirements with reasonable advance notice to Notary. **NOTARY WILL PERFORM ALL NOTARIZATIONS IN ACCORDANCE WITH APPLICABLE NOTARY LAW AND IS RESPONSIBLE FOR ENSURING THAT TRANSACTIONS IN WHICH NOTARY USER PROVIDES SERVICES COMPLY WITH APPLICABLE NOTARY LAW, INCLUDING THE VALIDITY OF ACTS PERFORMED USING AUDIO-VIDEO COMMUNICATION TECHNOLOGY. EXELA WILL PROVIDE NOTARY REASONABLE TRAINING ON ERN PLATFORM USE TO THE EXTENT REQUIRED BY APPLICABLE NOTARY LAW.**

#### 3.3.2. Notary Responsibilities:

Notary specially acknowledges and agrees to the following:

- 3.3.2.1. That the Notary is commissioned as a notary public by a state, jurisdiction or territory of the United States, and such commission authorizes you to perform Remote Online Notarizations in accordance with the Notarial Laws;
- 3.3.2.2. If required by the Notarial Laws, Notary have notified the applicable commissioning agency that the Notary have selected ERN Platform to perform Remote Online Notarizations;
- 3.3.2.3. Notary has provided to the state commissioning agency, if required by Notarial Law, a visual rendering of the Notary configured electronic signature and System-generated notarial seal intended for use on ERN Platform, and confirms that the electronic signature and notarial seal fully comply with the requirements of Notarial Law;

- 3.3.2.4. Notary have sufficient information and training to successfully use ERN Platform to conduct Remote Online Notarizations Sessions, to verify the identities of Signers, and to create, store and maintain the Journal and Recordings, in full compliance with Notarial Law.;
- 3.3.2.5. Notary is solely responsible to ensure that the Notary Journal includes all information and data required by Notarial Law for each Session conducted on the ERN Platform.
- 3.3.2.6. Notary is solely responsible to ensure that the Recording of a Remote Online Notarizations Session includes all actions, statements and declarations required to be made or taken by the Notary or any Signer under Notarial Law.;
- 3.3.2.7. Unless otherwise required under Notarial Law, Notary is solely responsible to respond to requests for access to any, and distribute copies, of the Recordings or Journal entries as permitted or required under Notarial Law, and Notary will not allow access to the Journal or any Recordings by any third party except as permitted by Notarial Law;
- 3.3.2.8. Notary is solely responsible to create and maintain a backup of the Journal and all Recordings if such backup is required by Notarial Law;
- 3.3.2.9. Notary is responsible for scheduling all Sessions with Signers and any Participants and conducting such Sessions timely and in accordance with Notarial Law;
- 3.3.2.10. Notary is solely responsible to ensure that the notarial act that are requested to perform on ERN Platform is permitted to be performed as Remote Online Notarizations under Notarial Law, and that the eDocument or Transaction requested to notarize is permitted to be notarized using Remote Online Notarizations under Notarial Law.

If, for any reason, the Notary do not believe that the Notary can perform a Remote Online Notarizations notarial act for any Signer or with respect to any eDocument or Transaction in accordance with Notarial Law, it is Notary's obligation to terminate the Session using functionality available in the ERN Platform.

#### **3.4. Transactional Obligations:**

Notary is responsible for ensuring that (a) the Electronic Notarial Records are completed accurately by using the ERN Platform as it was designed, (b) any incomplete or inaccurate information in the Electronic Notarial Records is corrected by making a notation in the "Notes" section of the notarial journal, including properly listing and itemizing fees earned while using the ERN Platform, (c) each notarial certificate Notary completes is accurate and properly completed with all relevant information, and (d) each notarial seal/stamp Notary applies to a Document is accurate and follows the requirements of Applicable Notary Law.

#### **3.5. Record Retention:**

Exela will store copies of Electronic Notarial Records as permitted by Applicable Notary Law. Exela will maintain Notary's Electronic Notarial Records on Notary's behalf until Notary notifies Exela's that it should no longer act as repository of Notary's Electronic Notarial Records. Subject to the Exela's Privacy Policy (stated under Annexure I), Notary expressly permits Exela to disclose Notary 's email address and other contact information to Signatories, Participants, or other legally authorized third parties to allow them to contact Notary directly about a Transaction, including requests for Electronic Notarial Records. Notary is responsible for maintaining their records in accordance with Applicable Notary Law, and for providing information in Notary's Electronic Notarial Records in accordance with Applicable Notary Law when requested by another User or a third party.

#### **3.6. Termination:**

Exela will have the right terminate the Agreement immediately and without notice for any reason or



no reason at all, and Notary may terminate the Agreement at any time by providing Exela ten (10) days written notice and sending it to [ern.support@exelatech.com](mailto:ern.support@exelatech.com). The following Sections of this Agreement will survive termination or expiration of the Agreement: Record Retention), Termination, Subscription Plan Fees.

**3.7. Access and Effect of Termination:**

Upon Termination or any revocation, expiration, denial or suspension of Notary's notarial commission to perform Remote Online Notarizations, the Notary's access to the Journal and Recordings on ERN Platform will be suspended and Exela shall make available to Notary a link to download their Journal and Recordings, each in a commercially reasonable industry standard format. The link shall be available for thirty (30) days following termination of this Agreement. Exela will use commercially reasonable efforts to provide Notary with access during the Term to the Journal and Recordings through Notary's user profile, and shall not suspend such access unless Exela provides to Notary the link to download the Journal and Recordings as described in this section.

**4. Indemnification:**

The Notary agrees to defend, indemnify, and hold Exela, its affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third-party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to, as applicable: (a) Notary access to and use of the Platform, Services or Site; (b) violation of the terms under this Agreement; (c) infringement of any intellectual property or other right of any person or entity; and (d) the nature and content of all data processed for these Services.

**5. Notary Fees:**

Notary will be paid per Transaction based on the number of Notary seals applied in each Transaction Session. Periodically, ERN shall offer additional promotional compensation for Notaries. Such promotions shall be outlined to the Notaries via email, and shall only be effective for the defined time frame(s) that would be stated in the email. After that date, notaries shall be paid at a rate of ten dollars (\$10) for the first seal; one dollar (\$1) for every seal thereafter. The Notary shall provide Exela with the appropriate banking details to facilitate payment. The Notary acknowledges that Exela may change its fees and/or fee structures for Services from time to time in its discretion. Exela will inform the Notary about such change. Exela shall not be liable to Notary or to any third party for any modification, price change, suspension or discontinuance of the Services. If the Notary has a good faith dispute of any payment, the Notary should contact Exela's support team with details of the dispute, any supporting documentation, and the Notary's contact information within thirty (30) days of becoming aware of the dispute. Upon resolution, Exela will promptly credit any amount owed to Notary.

**6. Applicable Law:**

Notary expressly acknowledge and agree that Notarization performed through ERN Platform is pursuant to the applicable Notarial Law of their jurisdiction of commission, and solely under the authority of such Notarial Laws, regardless of the geographical location of the Customer or any Signer or Participant. Notary, agrees that any question, conflict, requirement, or interpretation related to Remote Online Notarizations will be governed by and subject to the Notarial Law of the jurisdiction in which the Notary is commissioned, without giving effect to any choice or conflict of law provision or rule.