



INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) constitutes a legal agreement between (“**NOTARY**”), an independent contractor/enterprise engaged in the business of notarization for **Notary Node, LLC**, , and shall govern NOTARY’S use of the website and technology platform provided by Notary Node, LLC, and its parents, subsidiaries, representatives, and affiliates (collectively, the “**COMPANY Platform**”).

IMPORTANT: PLEASE REVIEW THIS AGREEMENT CAREFULLY. IN PARTICULAR, PLEASE REVIEW THE ARBITRATION PROVISION IN SECTION 13, AS IT REQUIRES THE PARTIES TO RESOLVE DISPUTES ON AN INDIVIDUAL BASIS, TO THE FULLEST EXTENT PERMITTED BY LAW, THROUGH FINAL AND BINDING ARBITRATION. BY ELECTRONICALLY EXECUTING THIS AGREEMENT, NOTARY ACKNOWLEDGES THAT NOTARY HAS READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, INCLUDING SECTION 13, AND HAS TAKEN TIME TO CONSIDER THE CONSEQUENCES OF EXECUTING THIS AGREEMENT.

The COMPANY Platform is an online technology platform that enables CLIENTS in need of Remote Online Notarization to connect with Notary Node, LLC, and receive notarizations from NOTARIES in the business of providing such services. NOTARY desires to enter into this Agreement to give NOTARY the right to access and utilize the COMPANY Platform to generate business.

In consideration of the above, as well as the mutual promises described herein, NOTARY and Notary Node, LLC, (collectively “the parties”) agree as follows:

1. USE OF THE COMPANY PLATFORM

- A. Subject to the terms and conditions contained herein, this Agreement shall give NOTARY the right to utilize the COMPANY Platform, and to receive the agreed upon fees for each notarization NOTARY fully completes for Notary Node, LLC, in accordance with the terms of this Agreement, and the parameters of the notarization specified by Notary Node, LLC.
- B. NOTARY shall have complete discretion to determine whether, when, and how often NOTARY will be available to perform notarizations for Notary Node, LLC, and NOTARY shall have no obligation to be available to perform notarizations on any specific day, at any specific time, for any specific duration, or with any specific frequency, except as specifically agreed by NOTARY. Specifically, Notary Node, LLC, will only be able to reserve notarizations with NOTARY on days, and during times that NOTARY chooses to

be available. To facilitate such reservations, NOTARY agrees to select the days of the week, and times of day, during which NOTARY chooses to be available to perform notarizations for Notary Node, LLC, using the calendar feature in the "NOTARY PRO Panel." Notary Node, LLC, may then reserve notarizations with NOTARY at any time up to forty-eight (48) hours in advance of the notarization start time for the timeslots selected by NOTARY. NOTARY may also elect to allow Notary Node, LLC, to reserve notarizations with NOTARY at any time up to (24) hours in advance of the timeslots selected by NOTARY by confirming NOTARY's agreement to the 24H Booking feature. If Notary Node, LLC, wishes to reserve a notarization with NOTARY less than forty-eight (48) hours in advance of the notarization start time, and NOTARY has not elected to use the 24H Booking feature, Notary Node, LLC, shall consult with NOTARY, and confirm NOTARY's availability and willingness to perform the notarization, before any such reservation is finalized.

- C. If a CLIENT reserves a notarization with Notary Node, LLC, on a day and time that NOTARY chooses to be available to perform notarizations for Notary Node, LLC, NOTARY will be deemed to have "accepted" the notarization, and shall be contractually obligated to complete the notarization in accordance with the terms of this Agreement, and the specific parameters of the notarization specified by Notary Node, LLC. However, NOTARY retains the option to cancel notarizations subject to and in accordance with Notary Node, LLC's then-current cancellation and no-show policy. NOTARY acknowledges and agrees that: (i) exceeding the maximum number of cancellations and/or no-shows, as set forth in Notary Node, LLC's then-current cancellation and no-show policy, shall constitute a material breach of this Agreement; and (ii) canceling a notarization with less than forty-eight (48) hours notice, or otherwise failing to appear for a notarization without having canceled the notarization, may subject NOTARY to liquidated damages.
- D. In addition to determining whether, when, and how often NOTARY will be available to perform notarizations arranged through the COMPANY Platform, NOTARY shall also have complete discretion to determine the location(s) in which NOTARY will be located when performing notarizations, so long as: (i) the environment in the location(s) selected by NOTARY are suitable for performing in general, and (ii) NOTARY possesses all licenses, certifications, permits and other legal prerequisites necessary to perform notarizations in such location(s).
- E. NOTARY understands that Notary Node, LLC, may rate the quality of NOTARY's services, and provide comments and/or feedback..
- F. Nothing in this Agreement shall be construed as a guarantee that NOTARY shall be guaranteed any particular number of notarizations during any particular time period.

2. NOTARY'S REPRESENTATIONS AND WARRANTIES, AND NOTARY'S PROVISION OF SERVICES TO COMPANY

- A. NOTARY represents that NOTARY is an independently established enterprise in the business of providing the notarial services contemplated by this Agreement, and that NOTARY satisfies all legal requirements, and maintains all licenses, permits, and certificates, necessary to perform such services. NOTARY further represents that NOTARY has not previously signed an agreement with Notary Node, LLC, to offer NOTARY's services on the platform, using different personally identifying information.
- B. NOTARY agrees to perform each notarization accepted pursuant to this Agreement in compliance with all applicable laws and regulations in the location in which NOTARY performs the notarization. NOTARY further agrees not to use the COMPANY Platform for any purpose that is unlawful or otherwise prohibited by this Agreement, or in any manner that could damage, disable, overburden, or impair the COMPANY Platform. NOTARY further agrees not to divert or recruit NOTARIES away from the COMPANY Platform for NOTARY'S own benefit, or the benefit of any third party. NOTARY further agrees not to use offensive or derogatory language during notarizations, or discuss topics that may potentially be harmful, offensive, or otherwise sensitive in nature (e.g., sexual, violent, religiously or politically contentious, etc.).
- C. Full Performance. NOTARY agrees to devote NOTARY's best efforts, skills, and abilities to the performance of each notarization NOTARY accepts or is otherwise bound to complete under this Agreement. Generally, full performance will include, but is not limited to: (i) timely commencement of the notarization at the scheduled start time; (ii) full provision of the requested notarization, in accordance with the designated parameters specified by Notary Node, LLC, for the full duration of the notarization, in a professional manner, consistent with industry standard, which may include reviewing the document and/or Notary Node, LLC's information in advance of the notarization, and guiding the CLIENT during the notarization, as deemed appropriate by NOTARY; and (iii) timely completion of notarization for Notary Node, LLC.
- D. NOTARY shall not be required to wear a uniform or other clothing of any type bearing Notary Node, LLC's name or logo. When performing notarizations arranged through the COMPANY Platform, NOTARY must maintain a professional appearance consistent with the standards generally adhered to in the profession (business casual).
- E. Non-Exclusive Arrangement. The parties recognize that both NOTARY and Notary Node, LLC, are, or may be engaged in, similar arrangements with others. Nothing in this Agreement shall limit or restrict NOTARY from entering into arrangements with others that are similar to that created by this Agreement, or from performing performing services for other COMPANY, or for or on behalf of any business, during or after the term of this Agreement.

- F. No-Conflicts. NOTARY represents and warrants that NOTARY has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude NOTARY from fully complying with the provisions of this Agreement, and further certifies that NOTARY will not enter into any such conflicting agreement during the term of this Agreement. This provision shall not be construed as preventing NOTARY from engaging in any other business activity, including competing business activities, so long as they do not violate this provision.

3. INDEPENDENT CONTRACTOR RELATIONSHIP

- A. This Agreement is between two co-equal, independent business enterprises that are separately owned and operated. This Agreement creates the relationship of principal and independent contractor and not that of employer and employee. The parties are not employees, agents, joint venturers or partners of each other for any purpose.
- B. Neither party shall have the right to bind the other by contract or otherwise except as specifically provided in this Agreement.
- C. **By electronically executing this Agreement, NOTARY represents and acknowledges that: (i) NOTARY understands that this Agreement creates the relationship of principal-independent contractor, not employer-employee; (ii) NOTARY specifically desires and intends to operate as an independent contractor; and (iii) as an independent contractor, NOTARY is not entitled to workers' compensation benefits provided by Notary Node, LLC, or unemployment benefits following termination of the parties' relationship, and NOTARY is required to pay all federal, state, and local income taxes on any monies earned pursuant to this Agreement.**

4. NOTARY EQUIPMENT AND PERSONNEL

- A. NOTARY shall be responsible for providing, solely at NOTARY'S expense, well-functioning equipment and supplies needed to perform notarizations for Notary Node, LL, including, but not limited to: headset(s), microphone(s), camera(s), computer(s), and an internet connection with adequate speed, all of which must satisfy the minimum device, system, and browser requirements for the COMPANY Platform. NOTARY shall direct in all aspects the operation of any and all equipment and supplies used in the performance of this Agreement and shall exercise full discretion and judgment as an independent business in determining the means and methods of performance under this Agreement.

- B. NOTARY is solely responsible for all costs and expenses arising from NOTARY'S performance of services covered by this Agreement, including, but not limited to, costs related to NOTARY'S equipment and supplies, including employment taxes, excise taxes, permits of all types, gross revenue taxes, internet costs, office space costs, computer equipment costs, and any other tax, fine or fee imposed or assessed against NOTARY by any government authority, including, but not limited to, any state, local, or federal authority as a result of an action by NOTARY. Unless mandated by law, Notary Node, LLC, shall have no authority to withhold federal, state, or local income taxes, social security taxes, unemployment insurance taxes/contributions, or any other local, state or federal tax on behalf of NOTARY.

5. PAYMENT FOR NOTARIZATIONS

- A. In exchange for full performance of a notarization, NOTARY shall be entitled to receive the agreed upon fees for the applicable notarization type, as set forth in addenda to this Agreement. NOTARY also has the opportunity to earn additional incentive fees for completed notarizations under certain circumstances, provided that NOTARY has met all criteria necessary to qualify for such incentives. The fees Notary Node, LLC, charges for NOTARY'S services pursuant to any addenda to this Agreement, and any incentive fees NOTARY receives under this Agreement, represent the value of the services provided under the Agreement, and constitute the entire amount to be paid under this Agreement.
- B. Notary Node, LLC, shall report all payments made to NOTARY on a calendar year basis using an appropriate IRS Form 1099, if the volume of payments to NOTARY qualify. NOTARY agrees to report all such payments to the appropriate federal, state and local taxing authorities. Upon execution of this Agreement, NOTARY agrees to provide Notary Node, LLC, with NOTARY'S business license number, if any, NOTARY'S federal employer identification number and/or Social Security Number, and NOTARY'S banking information, for payment processing and tax reporting purposes. NOTARY acknowledges that NOTARY may incur transfer fees imposed by NOTARY'S banking institution.

6. SERVICE FAILURES AND PAYMENT DISPUTE

- A. If NOTARY fails to fully perform, in accordance with Section 2.C of this Agreement, a notarization NOTARY accepts or is otherwise contractually bound to complete in accordance with parameters specified by Notary Node, LLC, or the terms of this Agreement or addenda to this Agreement due to NOTARY'S action or omission, it shall constitute a service failure under this Agreement (a "Service Failure"), and NOTARY

shall forfeit all or part of the agreed upon fees for that notarization. In addition, repeated Service Failures by NOTARY shall be a material breach of this Agreement. Additional information regarding Service Failures may be set forth in addenda to this Agreement.

- B. Except as otherwise provided in this Agreement, any withholding of fees for a Service Failure shall be based upon proof provided by the Notary Node, LLC, CLIENT, and any other party with information relevant to the dispute. Notary Node, LLC, shall make the initial determination as to whether a Service Failure was the result of NOTARY'S action/omission. NOTARY shall have the right to challenge Notary Node, LLC's determination in accordance with the Arbitration Provision (Section 13).
- C. A Service Failure may also subject NOTARY to liquidated damages payable to Notary Node, LLC,. If liquidated damages are assessed, NOTARY authorizes Notary Node, LLC, to deduct those monies from any incentive fees Notary Node, LLC, owes to NOTARY under the terms of this Agreement. The parties acknowledge that liquidated damages are appropriate because actual damages are not reasonably ascertainable. Additional information regarding liquidated damages that may apply in the event of a Service Failure may be set forth in addenda to this Agreement.
- D. If payment is owed to NOTARY under the terms of this Agreement, and such payment is not made in a timely manner, NOTARY shall have the right to seek payment in accordance with the Arbitration Provision (Section 13).

7. INDEMNITY

- A. NOTARY agrees to indemnify, protect and hold harmless Notary Node, LLC, from any and all claims, demands, damages, suits, losses, liabilities and causes of action arising directly or indirectly from, as a result of or in connection with, NOTARY'S actions (or omissions) arising from the performance of services covered by this Agreement, including liability for civil and/or criminal conduct, or any liability arising from NOTARY's failure to comply with the terms of this Agreement. NOTARY'S obligations may include Notary Node, LLC's cost of defense as well as the payment of any final judgment rendered against Notary Node, LLC.
- B. NOTARY agrees to indemnify, protect and hold harmless Notary Node, LLC, from any and all tax liabilities and responsibilities for payment of all applicable taxes, including, but not limited to all payroll taxes, self-employment taxes, workers' compensation premiums, and any contributions imposed or required under federal, state and local laws, that are owed by NOTARY with respect to NOTARY'S provision of services covered by this Agreement.
- C. NOTARY shall be responsible for, indemnify and hold harmless Notary Node, LLC, from all costs of NOTARY'S business, including, but not limited to, the expense and

responsibility for any and all applicable local, state or federal licenses, permits, taxes, and assessments of any and all regulatory agencies, boards or municipalities.

8. INSURANCE

- A. NOTARY acknowledges and agrees that Notary Node, LLC, shall not obtain or maintain insurance coverage of any kind, including workers' compensation insurance, on behalf of NOTARY.
- B. During the term of this Agreement, to the extent required by law, NOTARY agrees to maintain insurance that will insure against any and all liabilities, damages, injuries or expenses that may arise from or result from the actions or omissions of NOTARY. Such insurance may include, without limitation, workers' compensation or occupational accident insurance (where permitted by law).

9. DISCLAIMERS

- A. NOTARY acknowledges and agrees that NOTARY'S use of the COMPANY Platform is at NOTARY'S own risk. NOTARY further acknowledges and agrees that NOTARY is responsible for NOTARY'S interactions with Notary Node, LLC, or other third parties with whom NOTARY interacts in connection with NOTARY'S use of the COMPANY Platform.
- B. Notary Node, LLC, provides, and NOTARY accepts, use of the COMPANY Platform on an "as is" and "as available" basis, without warranty of any kind. Without limiting the foregoing, Notary Node, LLC, hereby disclaims all warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement. Notary Node, LLC, makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, products, and/or services on the COMPANY Platform for any purpose. Notary Node, LLC, also makes no representations, warranties, or guarantees with respect to the actions or inactions of Notary Node, LLC, and expressly disclaims all liability for any act or omission of NOTARY, Notary Node, LLC, or other third-party.

10. CONFIDENTIALITY

- A. The parties understand that in the performance of this Agreement, they may disclose or otherwise be exposed to confidential and proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to, the following: data regarding the identity and contact information of Notary Node, LLC, Notary Node, LLC

marketing, curriculum and training related materials, notarization recordings, and business, financial, technical, or strategic information and such other non-public information of each party that such party designates as being proprietary or confidential or of which the other party should reasonably know should be treated as confidential. All Confidential Information shall remain the exclusive property of the disclosing party. Nothing in this Agreement shall be deemed to grant a party any rights in or to the Confidential Information disclosed by the other party, or any part thereof.

- B. Except upon order of government authority having jurisdiction, the parties covenant and agree that they shall not disclose to third parties or use for their own benefit or the benefit of any third party, any Confidential Information disclosed by or belonging to the other party. However, NOTARY may utilize COMPANY Platform and related materials when performing notarizations arranged through the COMPANY Platform. In addition, the parties may disclose certain Confidential Information to their employees, agents, subcontractors and representatives (i) who have a reasonable need to know such Confidential Information to perform the services contemplated by this Agreement; (ii) who have been advised of the confidential nature of the information; and (iii) who have agreed in writing to be bound to obligations of confidentiality and non-use of Confidential Information no less protective than the terms set forth in this provision. The parties shall be responsible for any breach of this provision by their employees, agents, subcontractors and representatives.
- C. The duty of non-disclosure shall not apply to information in the following circumstances: (i) the information was in the public domain at the time it was communicated to the recipient-party or subsequently enters the public domain through no fault of the recipient-party; (ii) the recipient-party can prove such information was independently developed by the party or was already known to the party at the time of receipt; (iii) such information was communicated rightfully to the recipient-party free of any obligation of nondisclosure and without restriction as to use; or (iv) such information is required to be disclosed by the recipient-party pursuant to judicial order or other compulsion of law, provided that the recipient-party shall promptly notify the other party of any such order and comply with any protective or similar order imposed on such disclosure. In the event of an unauthorized disclosure of Confidential Information, the recipient-party shall bear the burden of proving one or more of the above exceptions apply.

11. INTELLECTUAL PROPERTY

- A. Ownership. As between NOTARY and Notary Node, LLC; Notary Node, LLC, as well as its subsidiaries, affiliates, related companies and licensees, own Notary Node, LLC, and all future modifications to Notary Node, LLC, including all Intellectual Property rights (as defined below) therein. Intellectual Property includes, without limitation, all trademarks, service marks, inventions, works of authorship, designs, know-how, ideas and information, software (including object code and source code), design, text,

photographs, images, illustrations, audio, video, artwork, graphic material, or other copyrightable elements, and the selection and arrangements thereof, trademarks, service marks, trade names, trade dress, look and feel, patents, patentable material, and causes of action related thereto, including Notary Node, LLC courses and related materials, and recordings of notarizations arranged through the COMPANY Platform.

- B. Neither this Agreement nor NOTARY'S use of the COMPANY Platform conveys or grants to NOTARY any rights in or related to the COMPANY Platform, except for the limited license granted below. Other than in connection with NOTARY'S performance of services covered by this Agreement, NOTARY agrees to not use Notary Node, LLC, trademarks, logos or slogans, or any of Notary Node, LLC's other intellectual property, for any commercial purposes, without Notary Node, LLC's prior written consent.
- C. Subject to the terms and conditions of this Agreement, Notary Node, LLC, hereby grants NOTARY a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use the COMPANY Platform solely for the purpose of facilitating notarization reservations and performing notarizations for Notary Node, LLC. This Agreement does not grant NOTARY any rights in the COMPANY Platform, or the Intellectual Property rights therein, other than the right to utilize the COMPANY Platform in accordance with, and subject to, the terms and conditions of this Agreement. All rights not expressly granted to NOTARY are reserved by Notary Node, LLC, and/or its subsidiaries, affiliates, related companies and licensees.
- D. To the extent any of the foregoing is ineffective under applicable law, NOTARY hereby provides any and all ratifications and consents necessary to accomplish the purposes of the foregoing to the extent possible. NOTARY will confirm any such ratifications and consents from time to time as requested by Notary Node, LLC.

12. TERM AND TERMINATION

- A. This Agreement shall commence on the Effective Date (as defined below) and shall continue in effect until terminated as follows:
 - i. At any time upon the mutual written consent of the parties hereto;
 - ii. If one party has materially breached the Agreement, immediately upon written notice to the breaching party, with such notice specifying the breach relied upon; and
 - iii. By either party without cause upon thirty (30) days' written notice to the other party, with the date of mailing commencing the thirty (30) day period.

- iv. If Notary State Commission, Surety Bond, or Errors & Omissions insurance is not maintained according to NOTARY state remote online notarization laws and becomes expired, terminated or revoked.
 - v. If a state compliant Remote Online Notarization seal or digital certification is not used or maintained.
 - B. Notary Node, LLC's continuation of this Agreement is subject to NOTARY's submission to a background check in accordance with applicable law, if requested by Notary Node, LLC. NOTARY agrees that the terms of the Agreement shall remain the same unless modified by Notary Node, LLC.
 - C. Effective Date. If NOTARY has not previously entered into an agreement with Notary Node, LLC, to use the COMPANY Platform, "Effective Date" shall mean the date immediately following the date on which this Agreement is electronically executed by NOTARY.
 - D. The following shall constitute a material breach of this Agreement:
 - i. Repeated Service Failures by NOTARY;
 - ii. NOTARY's submission of false information to Notary Node, LLC, including for the purpose of obtaining fees to which NOTARY is not entitled, and NOTARY'S establishment of multiple accounts on the COMPANY Platform for fraudulent purposes;
 - iii. NOTARY or someone with access to NOTARY'S account engages in conduct that a reasonable person would find threatening, highly offensive, harassing, or abusive, in connection with NOTARY'S performance of services covered by this Agreement, or NOTARY is otherwise found to be unprofessional or unsuitable to provide services arranged through the COMPANY Platform, in the reasonable opinion of Notary Node, LLC;
 - iv. Failure by Notary Node, LLC, to transfer all fees due and owing within thirty (30) days of the date the amount became due under this Agreement;
 - v. NOTARY engages in conduct that, in the reasonable opinion of Notary Node, LLC, may injure or tend to injure Notary Node, LLC, or the reputation of Notary Node, LLC;
 - vi. NOTARY uses offensive or derogatory language during notarizations, or discusses topics that may potentially be harmful, offensive or otherwise sensitive in nature (e.g., sexual, violent, religiously or politically contentious, etc.);

- vii. NOTARY'S repeated receipt of low ratings or negative comments and feedback from CLIENTS or Notary Node, LLC;
- viii. NOTARY engages or hires a third-party to perform a notarization arranged through the COMPANY Platform on behalf of NOTARY or under NOTARY'S Notary Node, LLC, account, or a third-party otherwise gains access to NOTARY'S Notary Node, LLC, account due to NOTARY'S action or omission and the third-party engages in inappropriate behavior;
- ix. NOTARY fails to provide tools, equipment and supplies needed to fully perform services covered by this Agreement, or NOTARY'S equipment fails to satisfy the minimum technological, system, and browser requirements for use of the COMPANY Platform;
- x. NOTARY has and/or had more than one performing account registered on the platform at the same time, and/or Notary Node, LLC, previously terminated NOTARY'S contract;
- xi. NOTARY fails to consent to a required background check administered in accordance with applicable law, or NOTARY fails to pass a background check administered with NOTARY'S consent in accordance with applicable law; or
- xii. Violation of any law or regulation governing the provision of services in connection with any notarization arranged through the COMPANY Platform, including failure to maintain all licenses and certifications required for performance of the services contemplated by this Agreement.

The above list is not exhaustive. In addition, NOTARY acknowledges and agrees that if NOTARY materially breaches the Agreement, Notary Node, LLC, may, in its sole discretion, limit or restrict NOTARY'S access to the COMPANY Platform, with or without notice.

E. Obligation upon Contract Termination. Upon termination of this Agreement for any reason, NOTARY agrees to immediately, at NOTARY'S sole expense, return to Notary Node, LLC, any documents or other property of Notary Node, LLC, in NOTARY'S possession, including any Confidential Information.

13. ARBITRATION PROVISION

- A. ARBITRATION OF CLAIMS: In the event of a dispute between the parties, the parties agree to resolve the dispute as described in this Section (the "Arbitration Provision"). This Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. § 1, et seq.) and evidences a transaction involving commerce. In the event, but only in the

event, the Arbitrator or a court determines the Federal Arbitration Act does not apply, the state law governing arbitration agreements in the state in which NOTARY performs the majority of services covered by this Agreement shall apply. This Arbitration Provision applies to any past, existing or future claim, regardless of the date of its accrual, brought by either NOTARY or Notary Node, LLC, arising out of or related to this Agreement, NOTARY's relationship with Notary Node, LLC, including without limitation, NOTARY'S classification as an independent contractor or termination of the relationship with Notary Node, LLC, and NOTARY's provision of services to Notary Node, LLC, whether arising under federal, state, or local law. The terms of this Arbitration Provision will remain in force after the parties' contractual relationship ends. **Except as it otherwise provides, this Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before any forum other than arbitration. This Arbitration Provision requires all such disputes to be resolved only by an arbitrator through final and binding arbitration ON AN INDIVIDUAL BASIS, and not by way of court or jury trial, or by way of class collective, OR REPRESENTATIVE action.**

- i. *Claims Covered by Arbitration Provision.* Unless carved out below, claims involving the following disputes shall be subject to arbitration under this Arbitration Provision regardless of whether brought by NOTARY, Notary Node, LLC, or any agent acting on behalf of either: (1) disputes arising out of or related to this Agreement; (2) disputes arising out of or related to NOTARY's relationship with Notary Node, LLC, including without limitation, disputes concerning NOTARY'S notarization as an independent contractor, or termination of the relationship with Notary Node, LLC; (3) NOTARY's provision of services to Notary Node, LLC; and (4) except as otherwise set forth in Section 13.B, Class Action Waiver, below, disputes arising out of or relating to the interpretation or application of this Arbitration Provision, including the validity, enforceability, revocability, conscionability, scope, or breach of the Arbitration Provision, or any portion of the Arbitration Provision. This Arbitration Provision also applies, without limitation, to disputes regarding any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, meal or rest periods, expense reimbursement, uniform maintenance, training, termination, retaliation, discrimination or harassment and claims arising under the Defend Trade Secrets Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Civil Rights Act of 1964, 42 U.S.C. §1981, the Rehabilitation Act, the Civil Rights Acts of 1866 and 1871, the Civil Rights Act of 1991, the Pregnancy Discrimination Act, Equal Pay Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by Notary Node, LLC, and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990,

Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, False Claims Act, and state or local statutes or regulations addressing the same or similar subject matters, and all other federal, state, and/or local statutory and legal or common law claims (including, without limitation, torts) arising out of or relating to this Agreement, NOTARY's relationship with Notary Node, LLC, including without limitation, disputes concerning NOTARY's notarization as an independent contractor, or termination of that relationship, and NOTARY's provision of services to Notary Node, LLC. Except as it otherwise provides, this Arbitration Provision also applies, without limitation, to all such disputes between NOTARY and Notary Node, LLC's officers, agents, employees, fiduciaries, administrators, affiliates, subsidiaries, parents, and all successors and assigns of any of them, all of which are intended third-party beneficiaries of this Arbitration Provision.

- ii. *Limitations on Application of This Arbitration Provision.* This Arbitration Provision does not apply to claims for workers' compensation, state disability insurance, or unemployment insurance benefits. This Arbitration Provision does not prevent NOTARY from filing unfair labor practice charges with the National Labor Relations Board (www.nlr.gov). Notary Node, LLC, will not retaliate against NOTARY for filing such a charge. Nothing in this Arbitration Provision prevents NOTARY from making a report to or filing a claim or charge with a government agency, including, without limitation, the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Nothing in this Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision. This Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Arbitration Provision. Nothing in this Arbitration Provision prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. Notary Node, LLC, will not retaliate against NOTARY for filing a claim with an administrative agency or for exercising rights (individually or in concert with others), if any, under Section 7 of the National Labor Relations Act.
- B. **CLASS ACTION WAIVER:** Notary Node, LLC, and NOTARY mutually agree that by entering into this agreement to arbitrate, both waive their right to have any dispute or claim brought, heard or arbitrated as, or to participate in, a class action, collective action and/or representative action, and an arbitrator shall not have any authority to hear or arbitrate any class, collective and/or representative action ("Class Action Waiver"). Notwithstanding any other provision of this Agreement, the Arbitration Provision, disputes regarding the validity, enforceability, revocability, conscionability, scope or breach of the Class Action Waiver may be

resolved only by a court and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that all or part of the Class Action Waiver is invalid or unenforceable, the class, collective, and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. The Class Action Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration. However, the parties agree that a claim NOTARY brings as an allegedly aggrieved worker for recovery of underpaid wages or other individual relief (as opposed to a representative claim for civil penalties) is arbitrable and subject to this Class Action Waiver.

- C. **ARBITRATION PROCEDURE:** The Arbitrator will be selected by mutual agreement of NOTARY and Notary Node, LLC. Unless NOTARY and Notary Node, LLC, mutually agree otherwise, the Arbitrator will be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted.
- i. In arbitration, the parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard will be resolved by the Arbitrator. A party, or the Arbitrator, at a party's request, may subpoena witnesses or documents for discovery purposes or for the arbitration hearing.
 - ii. All claims in arbitration are subject to the same statutes of limitation that would apply in court. A demand for arbitration must be in writing and delivered by hand or first class mail to the other party within the applicable statute of limitations period. The demand for arbitration shall include identification of the parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. The Arbitrator will resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy in accordance with applicable law, and any such application shall not be deemed incompatible with or waiver of this agreement to arbitrate. The court to which the application is made is authorized to consider the merits of the arbitrable controversy to the extent it deems necessary in making its ruling, but only to the extent permitted by applicable law. All determinations of final relief, however, will be decided in arbitration.

- D. **ATTORNEYS' FEES AND ARBITRATION COSTS:** Each party will pay the fees for its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. Costs incidental to the arbitration, including the cost of the Arbitrator and the meeting site ("Arbitration Costs"), will be borne by Notary Node, LLC, and NOTARY equally, unless otherwise required by applicable law. Any dispute regarding a party's obligation to pay Arbitration Costs will be determined by the Arbitrator. In the event NOTARY contends that, as a matter of law, NOTARY is not responsible for payment of any or part of NOTARY's portion of the Arbitration Costs, NOTARY will have no obligation to pay that portion of the contested Arbitration Costs until, and only if, the Arbitrator determines that NOTARY is responsible for those costs. If necessary for arbitration of the dispute, Notary Node, LLC, agrees to cover the amount of the Arbitration Costs contested by NOTARY until such time as the Arbitrator determines payment responsibility. If the Arbitrator determines that NOTARY is responsible for any amount of the Arbitration Costs already paid by Notary Node, LLC, NOTARY will remit payment of that amount to Notary Node, LLC, within thirty (30) days of the Arbitrator's determination, and if the arbitrator determines that Notary Node, LLC, is responsible for any amount of the Arbitration Costs already paid by NOTARY, Notary Node, LLC, will remit payment of that amount to NOTARY within thirty (30) days of the Arbitrator's determination.
- E. **POST-ARBITRATION PROCEDURES:** Within thirty (30) days of the close of the arbitration hearing (which period may be extended by stipulation of the parties), any party will have the right to prepare, serve on the other party and file with the Arbitrator a post-arbitration brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies will be limited to those that would be available to a party in his or her or its individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Arbitration Provision. The Arbitrator shall apply applicable controlling law, and will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the Arbitrator, neither a party nor an Arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties. A court of competent jurisdiction will have the authority to enter a judgment upon the award made pursuant to the arbitration.
- F. **RIGHT TO CONSULT WITH AN ATTORNEY; ENFORCEMENT:** NOTARY has the right to consult with private counsel of NOTARY'S choice with respect to any aspect of, or any claim that may be subject to, this Arbitration Provision. In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable.

14. MISCELLANEOUS

- A. Entire Agreement, Modification, and Survival. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and supersedes and replaces any previously executed agreements related to the subject matter herein. This Agreement shall not be modified, altered, changed or amended in any respect, unless in writing and executed by both parties, with only one exception. Specifically, Notary Node, LLC, reserves the right to revise the Agreement, other than the Arbitration Provision, from time to time upon thirty (30) days written notice to NOTARY, and NOTARY acknowledges and agrees that by using the COMPANY Platform after such revisions are made and such notice is provided, NOTARY will be deemed to have consented to, and NOTARY will be bound by, the revised Agreement. The Arbitration Provision may not be modified, altered, changed, or amended in any respect, unless in writing and executed by both parties. This Agreement supersedes any prior contract between the parties with respect to the subject matter of this Agreement. Sections 3, 7, 10, 11, 12.C, 13 and 14 of this Agreement shall survive termination of this Agreement.
- B. Governing Law. Except as otherwise stated in the Arbitration Provision, which is governed by the Federal Arbitration Act, this Agreement shall be governed by the laws of the state in which NOTARY performs the majority of services covered by this Agreement.
- C. Captions. Captions appearing in this Agreement are for convenience only and do not in any way limit, amplify, modify, or otherwise affect the terms and provisions of this Agreement.
- D. Failure to Enforce. Failure of either party to enforce strictly any provision of this Agreement shall not be construed as a waiver thereof, or as excusing the other party from future performance.
- E. Assignment. This Agreement may not be assigned by either party without written consent of the other and shall be binding upon the parties hereto, including their heirs and successors, provided, however, that Notary Node, LLC, may assign its rights and obligations under this Agreement to an affiliate of Notary Node, LLC, or any successor to its business and/or purchaser of substantially all of its assets. This provision shall not be construed as limiting NOTARY'S right to engage others to assist NOTARY in connection with NOTARY'S performance of services covered by this Agreement, including performing helpers or assistants. However, NOTARY acknowledges and agrees that, for safety and security reasons, and because Notary Node, LLC, select specific NOTARY'S to personally perform their notarizations, NOTARY may not engage or hire others to perform notarizations arranged through the COMPANY Platform on behalf of NOTARY, or under NOTARY's Notary Node, LLC, account.

F. Savings Clause. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

THIS IS AN IMPORTANT LEGAL DOCUMENT THAT CREATES CONTRACTUAL RIGHTS AND OBLIGATIONS FOR BOTH NOTARY AND NOTARY NODE, LLC, ACKNOWLEDGES AND REPRESENTS THAT NOTARY HAS READ AND FULLY UNDERSTANDS THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE ARBITRATION PROVISION, AND HAS HAD SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH FINANCIAL, TAX, AND LEGAL ADVISORS PRIOR TO ELECTRONICALLY EXECUTING THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto enter into and execute this Agreement on the dates specified below.

COMPANY	NOTARY
Notary Node, LLC Signature:	Printed Name: Signature:
Date of Execution: _____	Date of Execution: _____