



**Notary Enrollment Form
Application For Approval As An Independent Fee Paid Notary**

Name: _____

Company Name: _____

Mailing Address: _____

Billing Address: _____

Contact Information

Phone No: _____ Mobile No: _____

Fax No: _____ Other: _____

Email Address: _____

Coverage Counties (Do not list cities, townships, boroughs, etc.):

Pricing: (Please note that Timios assigns notaries based on ratings within our software system. Ranking is based on performance and pricing. In order to be ranked in our highest tier you must agree to the prices within our guidelines for your county and state.

I agree to Timios' preferred pricing of \$90 per E-mail Closing Yes No Other Fee: _____

I agree to Timios' preferred pricing of \$75 per Deed-In-Lieu Closing Yes No Other Fee: _____

I agree to Timios' preferred pricing of \$90 per Reverse App Signing Yes No Other Fee: _____

I agree to Timios' preferred pricing of \$120 per Reverse Mortgage Closing Yes No Other Fee: _____

Timios, Inc. will contact you directly to set up signing appointments. The fee for the appointment will be agreed upon prior to the signing time and you will receive a confirmation prior to the appointment. The confirmation with agreed pricing will serve as the invoice. Timios, Inc. will send payment for signing services BI-MONTHLY, with checks being issued on the 1st and 16th (or equivalent business day) of each month for loan fundings from the previous period. Timios, Inc. may request copies of the signed documents to be either faxed or e-mailed back. This will be agreed upon prior to receipt of the confirmation.

By signing below, you agree that all work assigned to you by Timios, Inc, or by any Timios, Inc. employee will be completed by you as an independent contractor. As an independent contractor for Timios, Inc., you will not attempt to collect any fees with respect to such work from any Timios, Inc. client, borrower or any party other than Timios, Inc. You also certify that you and/or your employees are licensed or certified by the state where you perform the closing services (if applicable) and that you accept and agree to the terms of this agreement.

Please supply a copy of your W-9, E&O Insurance, Fidelity Bond, Background Check Report, and Notary License with this application. Completed applications can be submitted via email, closingvendors@timios.com, or fax, 800-861-9655.

Signature: _____

Date: _____

INDEPENDENT CONTRACTOR AGREEMENT

FOR GOOD CONSIDERATION, and in consideration of the contemplated contractual relationship between Timios, Inc. and its subsidiaries (collectively “Timios”), you (the “Independent Contractor”), hereby agree to the terms of this Independent Contractor Agreement (the “Agreement”). Collectively, Timios and the Independent Contractor shall be referred to as the “Parties.”

Recitals

WHEREAS, Timios is in the business of providing title insurance, escrow and other real estate related services on a nationwide basis; and

WHEREAS, Timios maintains a nation-wide traveling notary network. Timios’ network currently includes over 40,000 mobile signers who provide fast, professional, and courteous service to homeowners in the process of financing real property transactions.

WHEREAS, Independent Contractor is a duly licensed and insured notary and desires to provide certain services to Timios.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreements of the parties set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Agreement

1. **Services.** In accordance with the terms of this Agreement, Independent Contractor agrees to provide Timios with the following services: Signing Agent services and such other services as Independent Contractor may agree to provide in the future by amendment to this Agreement (the “Services”). Timios’ request for one or more Services shall be called an “Order.” The Services shall be delivered in accordance with the Representations and Warranties set forth in Paragraph 5 of this Agreement.

2. **Compensation.** The Parties agrees as follows:

- a. In consideration of Independent Contractor’s performance of the Services as provided herein, Timios agrees to pay you the amount specified and arranged at the time of accepting the Order from Timios.
- b. If a particular Order requires the Independent Contractor to make more than one trip, you will be paid per trip; however, any additional trips **MUST** be authorized by a Timios representative, or the Independent Contractor will not be compensated for such additional trip.
- c. Timios will pay Independent Contractor on a monthly basis, and you should keep record of all Orders completed each month. Checks are processed and go out on the 15th of each month. For example, for signings completed January 1, 2020 Through January 31, 2020, you will be paid February 15th.

3. **Expenses.** Timios shall not be responsible for any expenses Independent Contractor accrues in performing the Services. Independent Contractor 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 Independent Contractor shall be responsible for payment of all dues to any professional organization of which you are a member.

4. **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. Either party may terminate this Agreement at any time by providing written notice to the other party. Furthermore, Timios may terminate this Agreement at any time, for any reason or for no reason, by sending Independent Contractor notice of such termination.
- c. Upon termination or expiration of your engagement with Timios for any reason, Independent Contractor shall immediately return to the Timios all documents, promotional materials, property and other records of Timios, and all copies thereof, within Independent Contractor’s possession, custody or control.

5. Independent Contractor's Representations and Warranties.

- a) Independent Contractor is responsible for the use of your account by anyone using your account. Independent Contractor is responsible for insuring that any user of your account fully complies with the Terms & Conditions of this Service.
- b) Independent Contractor must be eighteen (18) years of age to use the service, and by agreeing to these terms and using there Service you hereby represent and warrant that you are at least eighteen years of age.
- c) Independent Contractor hereby warrants that you are a certified notary under the state of where you will be performing signings and that Independent Contractors complies with the minimum bond requirements of your state.
- d) Independent Contractor 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 unprofessional service may result in the termination of this Agreement.
- e) Independent Contractor agrees to act only as a notary under this Agreement and not to give legal advice to customers. Independent Contractor acknowledges that you are there only to "witness" the signatures of the buyers, sellers, borrowers or other required parties to the transaction.
- f) Independent Contractors understands that Timios is the only institution from which you will receive payment. All questions regarding your fees and invoicing shall be directed to Timios, not the customers (i.e. the borrowers, loan representatives, lenders, etc.).
- g) Independent Contractor agrees to make your appointments on the day required by the lender and follow Timios' 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) Independent Contractor is responsible for providing and maintaining all personal computer and communications equipment and Internet access accounts necessary to gain access to the Timios website.
- i) Independent Contractor agrees to inform Timios of any apparent breaches of security, such as loss, theft, or unauthorized disclosure or use of an I.D., or password. Until Timios is notified, by electronic or conventional mail of a breach of security, Independent Contractor shall remain liable for any unauthorized use of your Timios account.
- j) Independent Contractor agrees to use the Services in a manner consistent with any and all applicable laws and regulations. Independent Contractors also agrees not to use the Service to violate any rule or regulation at any educational institution.
- k) Independent Contractor acknowledges that under no circumstances will you upload any viruses, ActiveX or Java installers, or Internet Explorer Exploits onto the Site.
- l) Independent Contractors hereby agrees that you will not delegate Independent Contractor's responsibilities under this agreement to another person, under any circumstances. This agreement is not assignable in any way.

6. Independent Contractor. Independent Contractor agrees 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 Independent Contractor as a partner, employee or agent of Timios or Independent Contractor being in a joint venture relationship with Timios, and neither Independent Contractors nor Timios shall have any authority whatsoever to bind the other in any manner. Independent Contractor warrants that you will not hold yourself out to be or represent to anyone that you are an employee of Timios, or that your relationship to Timios is other than that of an independent contractor. You agree to indemnify and hold Timios harmless from any and all liability arising out of or with respect to any representation or promise made by you which bind Timios or any agreement entered into by you on behalf of Timios. Independent Contractor 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 Independent Contractor may choose to carry. Independent Contractor acknowledges that as an independent contractor you are not entitled nor will Timios make available to you any of the benefits afforded to employees of Timios. Independent Contractor agrees to indemnify and hold Timios harmless from any and all liability arising out of or with respect to such payments, withholdings and benefits, if any. Independent Contractor hereby agrees to maintain workman's compensation insurance in accordance with applicable state and federal laws when employing other employees. In addition, Independent Contractor 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. Independent Contractor further acknowledges the following:

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

6. 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.

7. Confidentiality. The Parties shall comply with federal and state laws, rules, regulations and policies (including without limitation, Title V of the Gramm-Leach-Bliley Act, Pub. L. 106-102; 15 U.S.C. 6801 *et. seq.*). Without limiting the foregoing, the Parties shall: (a) implement appropriate measures designed to: (1) ensure the security and confidentiality of all non-public personal information or materials regarding Timios' customers ("Customer Information"); (2) protect against any anticipated threats or hazards to the security or integrity of Customer Information; (3) protect against unauthorized access to or use of Customer Information that could result in substantial harm or inconvenience to any customer and (4) ensure the proper disposal of Customer Information; and (b) take appropriate actions to address incidents of unauthorized access to Customer Information, including notification to the other party as soon as possible.

8. Indemnification. You agree to indemnify, defend and hold us and our partners, attorneys, staff and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorneys' fees, related to your violation of this Agreement, the Representations and Warranties set forth in Paragraph 5 of this Agreement, your use of the Site, your performance of the Services, or the relationship between you and any customer or client of Timios.

9. 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.

10. 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 TIMIOS. 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.

YOU UNDERSTAND AND ACKNOWLEDGE THAT TIMIOS DOES NOT SCREEN CUSTOMERS IN ANY WAY. YOU UNDERSTAND THAT TIMIOS SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE SERVICES RENDERED TO CUSTOMERS THROUGH THE Timios SERVICE.

ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING THE TIMIOS 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 TIMIOS HAS PAID YOU FOR YOUR SERVICES OVER THE COURSE OF THE TERM.

11. Privacy Policy. Timios' Privacy Policy is hereby incorporated into this agreement. The Privacy Policy, as it may change from time to time, may be found at <https://www.timios.com/privacy-policy.aspx>.

12. Miscellaneous.

- a) Governing Law. This Agreement shall be treated as though it were executed and performed in Los Angeles, California, and shall be governed by and construed in accordance with the laws of the State of California (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.
- b) Arbitration. 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 San Francisco, California, 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 Timios, 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 San Francisco, California. You expressly submit to the exclusive jurisdiction of said courts and consent to extraterritorial service of process.
- c) Severability. 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.
- d) Integration. This Agreement constitutes the entire and only agreement between Timios and Independent Contractor, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site and the Services, the services provided by or through the Site or otherwise through Timios, and the subject matter of this Agreement. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence.
- e) Amendment. This Agreement may be amended at any time from time to time by Timios.
- f) Waiver. Timios' 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.

Signature: _____

Date: _____