

## TEA Independent Contractor's Agreement

This Trusted Enrollment Agent Agreement™ (the "Agreement") is entered into between NNA Services, Inc. and the individual named in this Agreement as a Trusted Enrollment Agent™ (the "TEA") (collectively, the "Parties"). Client herein refers to the entity paying for the Identify Proofing, Authentication or Notary service provided by the TEA.

WHEREAS, NNA maintains a national database of Notaries Public who are certified by the NNA to perform Identification, Authentication or Notary services as required by Clients;

WHEREAS, TEA is a certified member of the NNA's national database;

WHEREAS, NNA receives payment from Clients for dispatching qualified TEA's to perform the above-referenced Identification, Authentication and Notary services;

NOW THEREFORE, the Parties hereby agree as follows:

1. **Standards and Operating Policies.** All of the provisions of the documentation comprising the current version of the Client requirements and procedures in effect as of the signing of this Agreement, and as may be amended by Client, are incorporated in this Agreement by this reference as if fully set forth herein. TEA hereby agrees to abide by all of the terms and conditions of such documentation that are applicable to TEA. In addition, TEA agrees to abide by all pertinent notary laws and regulations, as applicable.
2. **Term and Termination.** This Agreement shall be effective as of the date NNA executes this Agreement and shall continue unless TEA is suspended or terminated by NNA or Client pursuant to Client requirements and procedures or TEA voluntarily terminates agreement with NNA. The provisions of Sections 4 and 5 of this Agreement shall survive any termination of this Agreement.
3. **Notices.** All notices, requests, consents, approvals, agreements, authorizations, acknowledgments, waivers and other communications required or permitted shall be delivered to the respective address of each Party as indicated below, or such other address as such Party last provided to the other Party by written notice.
4. **Fees.** NNA agrees to promptly pay TEA all fees for required Identification, Authentication and Notary services, requested by the Client, according to its published fee schedule(s). Fee schedules may vary by Client and may be modified from time to time by the NNA. If in the performance of a notarial act or any Identification, Authentication service the TEA's error, omission, misconduct, negligence, or other deficient action causes an Identification, Authentication or Notary service to be rejected, aborted, or rescheduled, the NNA will not pay the TEA unless remediation steps are taken at the TEA's expense that result in a proper Identification, Authentication or Notary service.
5. **Miscellaneous.**
  - a. **Entire Agreement.** This Agreement, together with the documentation comprising the current version of the Client's requirements and procedures for Identification, Authentication and Notary services represent the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.
  - b. **Independent Contractor Status.** In performing all functions in connection with this Agreement, TEA is an independent contractor of the NNA in accordance with all applicable state and federal laws.
  - c. **Representations and Warranties.** TEA represents and warrants to NNA and anyone who relies on TEA's notarial act and Identification and Authentication services that (i) all the information and representations made to NNA in TEA Application section of this Agreement are accurate; (ii) any and all future changes to your Notary commission status during your service as a TEA will

be immediately reported to the NNA, including expiration date, disciplinary actions, suspensions, and revocations; (iii) the TEA Application information you provided has not been and will not be used for any unlawful purpose.

d. **Indemnity.** TEA agrees to release, indemnify, defend and hold harmless NNA and any of its contractors, agents, employees, officers, affiliates, and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of relying parties and other third parties relating to or arising out of (i) breach of representations, warranties, and obligations under this Agreement, (ii) falsehoods or misrepresentations of fact on the Application, (iii) failure to disclose to the NNA any and all changes to Notary commission status, including expiration date, disciplinary actions, suspensions, and revocations.

e. **Assignment.** TEA is prohibited from subcontracting any assigned Identification, Authentication and Notary services under this Agreement.

f. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be deemed amended to the extent necessary to make this Agreement enforceable and valid.

g. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement.

h. **Governing Law.** This Agreement and the rights and obligations of the Parties hereunder shall be governed and construed in accordance with the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California, without giving effect to the principles thereof relating to the conflicts of laws.