



## LENDER SUPPLEMENT

This Lender Supplement is attached to and incorporated into the Notarize General Terms ("General Terms"). Capitalized terms not otherwise defined have the meanings given in the General Terms or the relevant Supplement or Order Form.

**1. Applicability.** This Lender Supplement applies to Lender Subscribers who provide real property related lender services to consumers.

**2. Definitions.** The definitions below apply to this Lender Supplement.

- (a) **"eNote"** means an electronic promissory note.
- (b) **"Hybrid RE Session"** means an RE Transaction Session that includes both Documents reviewed and e-signed through the Platform as well as External Documents. Unless otherwise agreed in the Order Form, RE Services provided during a Hybrid RE Session do not include Notarizations or eNote signatures.
- (c) **"Hybrid eNote Session"** means a Hybrid RE Session that includes e-signature of an eNote.
- (d) **"Hybrid RE Session Fee"** means the Transaction Fee charged for technology services that support a Hybrid RE Session.
- (e) **"Hybrid eNote Session Fee"** means the Transaction Fee charged for technology services that support a Hybrid eNote Session.
- (f) **"Notarize RE Network"** means the network of investors, insurers and service providers, including but not limited to title agents, underwriters and secondary market participants, who collaborate in efforts to complete real property and mortgage transactions processed through the Platform.
- (g) **"Lender RON Technology Session"** means an RE Transaction Session where all Documents incidental or necessary for the completion of the Transaction (including any eNote or other Documents requiring Notarizations or e-signature) are uploaded, reviewed, and signed through the Platform.
- (h) **"Lender RON Technology Fee"** means the Transaction Fee charged for a Lender RON Technology Session.
- (i) **"Title Services"** means Services provider to Subscriber by a title, settlement, or escrow agent.

**3. General Terms for RE Services.**

**3.1 RE Transaction Session Process.** Subscriber is responsible for uploading Documents for each Transaction and identifying all Signatories and Participants necessary for the Transaction. Title Services do not include any other title, settlement, or escrow agent services (e.g., title search and exam, underwriting clearance, transfer and handling of funds related to settlement). Subscriber may use the Platform to submit requests to have one or more Documents completed as part of a Hybrid RE Session or Hybrid eNote Session. Subscriber may add as many Signatories and Participants to a Transaction as permitted by Notarize's standard Platform functionality for the Subscription Plan Subscriber selected. Unless otherwise agreed in the Order Form, all RE Services are provided in English.

**3.2 Fees.** Transaction Fees include Hybrid RE Session Fees, Hybrid eNote Session Fees, and Lender RON Technology Fees.

**3.3 Smart Routing and Collaboration Services.**

- (a) **Smart Routing.** When available, and solely as a source of aggregated information, Subscriber may use the Platform to query the eligibility of each unique real estate Transaction (i) to be closed as Hybrid eNote Session or other as otherwise permitted by the Platform and (ii) to be conducted with one or more eligible Notarize RE Network partners ("**Smart Routing**"). Smart Routing does not include determination of eligibility of a proposed sale of an eNote to specific third parties, and Smart Routing functionality may change from time to time in Notarize's sole discretion. Smart Routing is populated by Notarize based on third-party data sources and, where offered by Notarize, Subscriber preferences. Subscriber is responsible



for all legal determinations about the validity of any Transaction and whether to proceed with a given Transaction.

(b) *Collaboration Services.* Subscriber may use the Platform to build, edit, review, and send Documents collaboratively with certain Notarize RE Network partners as part of a Transaction prior to a Lender RON Technology Session, and to review the Documents and Transaction events after the Lender RON Technology Session (the "**Collaboration Services**"). Subscriber may use Smart Routing and Collaboration Services to access information about providers in the Notarize RE Network. Each Notarize RE Network provider may have its own additional terms and conditions associated with the services they provide in connection with Transactions. Subscriber is solely responsible for vetting each Notarize RE Network provider and entering into any agreements that providers require. Notarize is not responsible for the accuracy of Smart Routing data and hereby disclaims any and all liability associated with accuracy of the Smart Routing service.

3.4 Digital Mortgage Vaulting Services. If an eNote is included in the Services, Subscriber is solely responsible for contracting directly with one or more third party service providers ("**eNote Services Provider**") that specialize in eNote generation and electronic vaulting services for eNote storage ("**eVault**") in accordance with any eNote selling requirements which apply to Subscriber. Notarize will not provide any eNote generation, eVault, or MERS eRegistry services to Subscriber. Unless otherwise agreed in the Order Form, Subscriber must select an eNote Services Provider from one or more options provided by Notarize. Notarize will provide E-Sign Services for all Documents, including any eNote, through the Platform. The Platform is not directly integrated with the MERS eRegistry.

3.5 Exclusions. Unless otherwise agreed in the Order Form, RE Services do not include (a) administration of External Documents, such as scheduling a mobile Notary or signer outside the Platform, transmitting or tracking External Documents, or retrieving executed External Documents from a third party or (b) assistance with collection or transfer of escrow funds.

3.6 Acknowledgments. Subscriber understands and acknowledges that:

(a) Unless otherwise specified on an Order Form, the Transaction Fees outlined in this Lender Supplement are technology services fees, they are not settlement services fees and should not be billed as a line item payable to Notarize on the closing documents. Transaction Fees are not to be directly passed through to the consumer and Notarize has entered into this Agreement upon this express agreement and understanding by Subscriber. Transaction Fees outlined are exclusive of the fee associated with Notarize providing a Notary to perform Notarizations on Subscriber Documents. The Fee associated with providing the Notary must be paid by the applicable Title Agent that Subscriber or its customer has selected to provide title, settlement, or escrow services to Subscriber in relation to the applicable Transaction ("Title Agent Transaction Fee"). In the event Title Agent is delinquent in its payment of any fees to Notarize or refuses to pay the Title Agent Transaction Fee, Notarize may decline to provide access to Notarizations on Subscriber Transactions and Notarize will not be deemed to be in breach of the Agreement.

(b) As required by Applicable Notary Law, NOD Services are provided only when the NOD Notary and all Signatories and Participants speak the same language.

(c) If Notarizations or Authentication Services are included in the RE Services, Title Agent User will pre-qualify the Signatories and Participants and ensure each has a current valid government-issued photo identification credential and a US social security number in their possession during the Lender RON Technology Session.

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