

## 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.

- 2.1 "**HELOC Transaction**" means a RE Transaction where all Documents incidental or necessary for the completion of a RE home equity line of credit Transaction (including any eNote or other Documents requiring Notarizations or e-signature) are uploaded, reviewed, and signed through the Platform.
- 2.2 "**HELOC Transaction Fee**" means the Transaction Fee charged for a HELOC Transaction.
- 2.3 "**Hybrid eNote Transaction**" means a Hybrid Transaction that includes eNote signatures.
- 2.4 "**Hybrid eNote Transaction Fee**" means the Transaction Fee charged for RE Services that support a Hybrid eNote Transaction.
- 2.5 "**Hybrid Transaction**" means a RE Transaction 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 Transaction do not include Notarizations or eNote signatures.
- 2.6 "**Hybrid Transaction Fee**" means the Transaction Fee charged for RE Services that support a Hybrid Transaction.
- 2.7 "**Lender Transaction**" means a RE Transaction where all Documents incidental or necessary for the completion of a RE closing Transaction (including any eNote or other Documents requiring Notarizations or e-signature) are uploaded, reviewed, and signed through the Platform.
- 2.8 "**Lender Transaction Fee**" means the Transaction Fee charged for a Lender Transaction.

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

3.1 RE Transaction Process. Subscriber is responsible for uploading Documents for each Transaction and identifying all Signatories and Participants necessary for the Transaction. 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 Transaction. 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.

- (a) *Fees.* Transactions that require more than one session with a Notary incur a separate Fee for each session.
- (b) *Transaction Fees.* Lender Transaction Fees and HELOC Transaction Fees include (i) one unified signing session with a Notary; (ii) as many Signatories and Participants as the Platform supports at that time; (iii) one or more e-signed documents; and (iv) one or more notary Seals. The types of Transactions that incur a Transaction Fee include (x) a Lender Transaction, (xi) a HELOC Transaction, (xii) a Hybrid eNote Transaction, and (xiii) a Hybrid Transaction. Notwithstanding the foregoing, a Transaction that allows a Lender to send documents to the Title Agent for purposes of a wet-ink sign closing does not incur a Transaction Fee. A Transaction Fee for eSign Services includes one or more electronic signatures contained in an Envelope.
- (c) *Additional Fees.* The types of Transactions that incur Additional Fees include (i) a signing session which occurs when additional Documents are notarized ("**Ancillary Documents**"), (ii) additional Signatories, and (iii) additional Seals. A Transaction subject to an Additional Fee includes (x) one

unified signing session with a Notary; (xi) two Signatories; (xii) as many Participants as the Platform supports at that time; (xiii) one or more e-signed documents; and (xiv) one notary Seal.

### 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 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. 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.
- (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 and prior to a Transaction, and Subscriber may use the Platform to review the Documents and Transaction events after the Transaction (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 a Transaction. Subscriber is solely responsible for vetting each Notarize RE Network provider and entering into any agreements that the Notarize RE Network provider requires.

3.4 Digital Mortgages and eNote Service Integrations. If the Platform is used in relation to any eNote, Subscriber is solely responsible for contracting directly with one or more third party providers of eNote generation, eVault, and MERS' eRegistry services (collectively, "**eNote Service Providers**") which are necessary to fulfill eNote selling requirements that apply to Subscriber. eSign Services provided by Notarize for eNote Documents do not include eNote generation, eVault, or MERS' eRegistry services. Although the Platform is integrated with various eNote Service Providers, it is not directly integrated with MERS' eRegistry. Subscriber may request Notarize to enable an integration with eNote Service Providers supported by the Platform. Except as otherwise agreed to in the Order Form, enabling the integration will require Subscriber to: (a) select from a list of eNote Service Providers that are integrated with the Platform (as designated by Notarize); (b) maintain a qualifying Subscription Plan; and (c) fulfill any other requirements specified by Notarize or the eNote Service Provider to be reasonable or necessary for enabling or maintaining such integration.

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) Technology services fees should not be billed as a line item payable to Notarize on the closing documents and should not be directly passed through to the consumer. Notarize has entered into this Agreement upon this express agreement and understanding by Subscriber.
- (b) In the event Subscriber designates that the consumer, Title Agent or other third party pay the settlement services fees, Subscriber agrees that the Subscriber will ultimately be liable for payment of such settlement services fees.
- (c) If Subscriber fails to pay the Fees, Notarize may decline to provide access to Notarizations on Subscriber Transactions and Notarize will not be deemed to be in breach of the Agreement.
- (d) As required by Applicable Notary Law, On-Demand Notary Services are provided only when the On-Demand Notary and all Signatories and Participants speak the same language.



- (e) 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 Transaction.
- (f) Subscriber and any attorney or title insurance producer, assume responsibility for any required participation and/or supervision of any RE closing activities to be completed by a licensed attorney or title insurance producer on the Notarize platform, in accordance with the applicable RE and title insurance laws.

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