

REAL ESTATE SUPPLEMENT

This Real Estate Supplement is attached to and incorporated into the [Proof General Terms](#) (“**General Terms**”). Capitalized terms not otherwise defined have the meanings given in the General Terms, the [Proof Glossary](#), or the Order Form.

1. **Applicability.** This Real Estate Supplement applies to Lender Subscribers and Title Agent Subscribers.

2. **Definitions.** The definitions below apply to this Real Estate Supplement.

2.1 **“Ancillary Document Transaction”** means a singular Session of Notarize via On-Demand Notary or Notarize via In-House Notary where the Documents uploaded to the Platform for the Transaction are one-off or ad hoc documents. An Ancillary Document Transaction does not include any type of closing package or other grouping of multiple documents. Ancillary Document Transactions may include RE documents and non-RE documents.

2.2 **“Cash Closing Transaction”** means a RE Transaction where all Documents incidental or necessary for the completion of a RE closing Transaction that involves only cash and not a loan (including any eNote or other Documents requiring Notarizations or e-signature) are uploaded, reviewed, and signed through the Platform.

2.3 **“Financed Closing Transaction”** means a RE Transaction where all Documents incidental or necessary for the completion of a RE closing Transaction that involves a loan (including any eNote or other Documents requiring Notarizations or e-signature) are uploaded, reviewed, and signed through the Platform. A Financed Closing Transaction does not include a home equity loan or a home equity line of credit.

2.4 **“Home Equity Transaction”** means a RE Transaction where all Documents incidental or necessary for the completion of a RE home equity loan or a 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.

2.5 **“Hybrid eNote Transaction”** means a Hybrid Transaction that includes eNote signatures.

2.6 **“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.

2.7 **“Loan Modification Transaction”** means a RE Transaction where all Documents incidental or necessary for the completion of a RE loan modification Transaction (including any eNote or other Documents requiring Notarizations or e-signature) are uploaded, reviewed, and signed through the Platform.

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. Subscriber may add as many Signatories and Participants to a Transaction as permitted by Proof’s standard Platform functionality. Subscriber may designate one or more Signatories or Participants to electronically review and/or electronically sign Documents uploaded by Subscriber as part of an RE Transaction. Title Agent may add Documents to Transactions initiated by a Lender. Identify, Notarize, and Sign follow the general processes and procedures outlined through the Platform, which may be adjusted based on Lender preference or as otherwise communicated by Proof. Unless otherwise agreed in the Order Form, all RE Services are provided in English.

3.2 **Notarize via On-Demand Notary.** If Subscriber requests Notarize via On-Demand Notary, On-Demand Notaries will respond to Transaction requests from Subscriber that comply with the General Terms and Proof’s Transaction requirements. Subscriber is responsible for providing clear instructions to On-Demand Notaries in the Transaction request outlining Subscriber’s Document execution preferences. Proof is not responsible for communicating Subscriber’s requirements to On-Demand Notaries.

3.3 **Fees.**

- (a) **Fees.** If more than one Proof subscriber participates in a Transaction, the Transaction Fee applicable to the party initiating the Transaction will apply. Subscribers are charged the Transaction Fee independently for each Transaction (i.e. if both a buyer and seller of real property are using the Platform, each will be charged for its “side” of the Transaction). Transactions that require more than one session with a Notary incur a separate Transaction Fee for each session. The types of Transactions that incur a Transaction Fee include (i) a singular signing session which occurs when Signatories sign the Documents during one session, (ii) a split signing session which occurs when one Signatory

signs the Documents during one session and another co-Signatory signs the same Documents during a different session (there will be a Transaction Fee for each signing session), and (iii) a second signing session which occurs when Documents that were part of the original session were missed or incorrectly signed.

- (b) *Financed Closing Transaction Fee, Cash Closing Transaction Fee, and Home Equity Transaction Fee.* A Financed Closing Transaction Fee, Cash Closing Transaction Fee, and Home Equity Transaction Fee includes (i) one Session; (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 Seals.
- (c) *Loan Modification Transaction Fee and Ancillary Documents Transaction Fee.* A Loan Modification Transaction Fee and an Ancillary Document Transaction Fee utilizing Notarize via On-Demand Notary includes (i) one Session; (ii) one Signatory; (iii) as many Participants as the Platform supports at that time; (iv) one or more e-signed documents; and (v) one Seal. A Loan Modification Transaction Fee and an Ancillary Document Transaction Fee utilizing Notarize via In-House Notary includes (i) one Session; (ii) one Signatory; (iii) as many Participants as the Platform supports at that time; (iv) one or more e-signed documents; and (v) one or more Seals.

3.4 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 RE Network partners (“**Smart Routing**”). Smart Routing does not include determination of eligibility of a proposed sale of an eNote to specific third parties. Smart Routing functionality may change from time to time in Proof’s sole discretion. Smart Routing is populated by Proof based on third-party data sources and, where offered by Proof, Subscriber preferences. Subscriber is responsible for all legal determinations about the validity of any Transaction and whether to proceed with a given Transaction. Proof 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 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 RE Network. Each 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 RE Network provider and entering into any agreements that the RE Network provider requires.

3.5 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. Sign services provided by Proof 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 Proof 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 Proof), (b) maintain a qualifying Subscription Plan, and (c) fulfill any other requirements specified by Proof or the eNote Service Provider to be reasonable or necessary for enabling or maintaining such integration.

3.6 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.

3.7 Acknowledgments. Subscriber understands and acknowledges that:

- (a) Proof is not a licensed title or escrow agent. 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 Proof platform, in accordance with the applicable RE and title insurance laws.



- (b) 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).
- (c) Technology services fees should not be billed as a line item payable to Proof on the closing documents and should not be directly passed through to the consumer. Proof has entered into this Agreement upon this express agreement and understanding by Subscriber.
- (d) 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.
- (e) If Subscriber fails to pay the Fees, Proof may decline to provide access to Notarizations on Subscriber Transactions and Proof will not be deemed to be in breach of the Agreement.
- (f) As required by Applicable Notary Law, Notarize via On-Demand Notary is provided only when the On-Demand Notary and all Signatories and Participants speak the same language.
- (g) When Notarize via On-Demand Notary is part of the RE Services, Subscriber acknowledges that Proof is providing access to a panel of On-Demand Notaries who will perform Notarizations on the Platform at Subscriber's request in accordance with the General Terms.
- (h) Subscriber will plan for its own traditional Notaries to perform in-person notarial acts.
- (i) 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.

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