INDEPENDENT-CONTRACTOR AGREEMENT

It's Official Notary, LLC

SAMPLE FOR REVIEW — your personalized copy is sent for e-signature after approval. Not for execution.

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1. PARTIES

Company:	It's Official Notary, LLC
Address:	Austin, TX
Phone:	512-737-6513
Contractor:	[Your name]
Email:	[Your email]
Phone:	—
TX Commission #:	[Your commission #]
Commission state:	TX
Effective date:	September 5, 2026

2. SCOPE OF SERVICES

Contractor will perform notarial and loan-signing services on a per-assignment basis for It's Official Notary's title-company, attorney, lender, and direct clients in Texas. Each assignment is offered to Contractor with the signer name, address, scheduled time, document type, and pay rate. Contractor may accept or decline any offer in their sole discretion; declining an offer does not affect Contractor's standing in the network. This Agreement does not entitle Contractor to any minimum number of assignments and does not obligate Company to offer any. Nothing here makes either party the agent of the other or creates a partnership, joint venture, or exclusive relationship.

3. INDEPENDENT-CONTRACTOR STATUS + NON-EXCLUSIVITY

Contractor is engaged as an independent contractor, not an employee, partner, joint venturer, or agent of Company. Contractor alone controls the manner, means, and details of performing each signing within the bounds of Texas notary law (Tex. Gov. Code Ch. 406): Contractor sets their own schedule, decides which assignments to accept, supplies their own tools and transportation, and is not required to follow Company training, scripts, or supervision beyond client-specified document-handling and shipping instructions. Company does not provide workers' compensation, unemployment, disability, health, or any other employee benefits, and does not withhold taxes.

Non-exclusivity. Contractor is free to perform notarial and signing services for other companies, agencies, and direct clients, and to operate an independent notary practice, subject only to the confidentiality and non-circumvention terms below.

4. EQUIPMENT, EXPENSES + TAXES

Contractor furnishes and bears the cost of their own notary stamp, journal, bond, E&O insurance, printer, supplies, vehicle, phone, and any other equipment used to perform assignments. Except for client-authorized pass-through costs expressly stated in an offer (e.g. print/ship), Contractor is not reimbursed for business expenses. Contractor is solely responsible for all federal, state, and local income taxes, self-employment taxes, and estimated-tax filings on compensation under this Agreement, and will furnish a completed IRS Form W-9 before the first payment.

5. COMPENSATION + PAYMENT TERMS

Contractor's pay rate is set per-assignment and disclosed in the offer before acceptance. Payments are issued after the engaging client's funds are received and cleared. Estimated payout timing is typically 15–25 days after the completed signing, depending on client payment timing. Company does not withhold any portion of Contractor's pay as a platform fee, and does not advance payment from its own funds; when a client is past due, Company keeps Contractor informed and pays as soon as funds clear.

Fees for services actually performed (RESPA §8). The parties acknowledge that signing services on federally-related mortgage loans are settlement services. All amounts paid under this Agreement are compensation for notarial and signing services actually and personally performed by Contractor and bear a reasonable relationship to the market value of those services. No part of any payment is, or will be treated as, a fee, kickback, referral fee, or split of charges for the referral of settlement-service business, which the Real Estate Settlement Procedures Act (RESPA) §8 and 12 CFR 1024.14 prohibit.

Year-end 1099-NEC. Company will issue a Form 1099-NEC by January 31 for the prior calendar year if Contractor's gross pay crossed the IRS reporting threshold. Contractor is responsible for tracking mileage and supplies for Schedule C deductions using the applicable IRS standard mileage rate or the actual-expense method, as permitted by IRS rules.

6. CREDENTIALS, BOND, INSURANCE + BACKGROUND CHECK

Contractor represents and warrants that throughout this engagement they will maintain in good standing: (a) an active Texas notary public commission; (b) the $10,000 statutory surety bond required by Tex. Gov. Code §406.010; (c) errors-and-omissions insurance of at least $100,000 per claim with a carrier acceptable to Company (above the Texas statutory minimum, given federally-related mortgage work); and (d) a background check completed within the prior 12 months by an NNA-approved or equivalent provider. Contractor will provide current proof of each on request and notify Company within 5 business days of any lapse, suspension, expiration, or material change.

7. STANDARDS OF PERFORMANCE

Contractor will: (a) appear at each signing on time with their notary seal, journal, and valid identification; (b) confirm the signer's identity, presence, and apparent willingness and competence as required by Texas notary law; (c) NOT interpret documents, give legal or financial advice, select certificate language, or otherwise engage in the unauthorized practice of law (Tex. Gov. Code §406.017); (d) decline to proceed and promptly notify Company if a signer is absent, unwilling, apparently incompetent, or cannot be identified, or if documents appear altered or fraudulent; (e) record each notarization in their journal; and (f) upload scanbacks through the Company portal when required by the assignment, and upload shipping confirmation after package drop-off.

For clarity, Contractor may identify where signatures, initials, dates, and notarizations are required, but may not explain loan terms, legal effect, funding conditions, title issues, or escrow instructions, or advise whether a signer should proceed. Any such questions must be referred to the title company, lender, attorney, or Company dispatch.

8. COMPLIANCE WITH LAWS

Contractor will perform all assignments in compliance with applicable federal and Texas law, including Tex. Gov. Code Ch. 406, the Truth in Lending Act (TILA) and right-of-rescission requirements, RESPA, the Gramm-Leach-Bliley Act (GLBA), the Equal Credit Opportunity Act and fair-lending laws, OFAC sanctions screening where required, and applicable do-not-contact rules. Contractor will not give or accept any fee, kickback, or thing of value for the referral of settlement-service business (RESPA §8). Contractor warrants they are not debarred, excluded, or subject to any government action that would bar performance.

9. CONFIDENTIALITY + DATA SECURITY (GLBA)

Company and its financial-institution clients are subject to the GLBA Safeguards Rule, and Contractor acts as a third-party service provider handling consumers' nonpublic personal information (NPI). Contractor will: (a) hold all signer documents, NPI, title-company files, and Company business information in strict confidence and use them only to perform the assignment; (b) safeguard NPI using reasonable administrative, technical, and physical controls, transmit it only through Company-approved secure channels, and not store it on personal, shared, or unencrypted devices beyond the time needed to complete and upload the signing; (c) not copy, retain, photograph, or disclose any packet except as required to perform and return it; (d) destroy or return any residual NPI after upload; and (e) report any actual or suspected loss, theft, or unauthorized disclosure to Company within 24 hours. These obligations survive termination. Nothing here limits disclosures compelled by law.

Defend Trade Secrets Act notice (18 U.S.C. §1833(b)). Contractor is immune from liability for disclosing a trade secret in confidence to a government official or attorney solely to report or investigate a suspected violation of law, or in a sealed court filing.

10. RECORDS + RETENTION

Contractor will keep their notarial journal and required notarial records securely until at least the 10th anniversary of the date of notarization, as Texas law requires (Tex. Gov. Code §406.014), or longer if other applicable law requires. Contractor will not retain borrower NPI, completed loan packages, ID copies, or title-company documents beyond what is necessary to complete, upload, ship, or return the signing package.

11. REPRESENTATIONS + WARRANTIES

Contractor represents and warrants that: (a) they have full authority to enter this Agreement; (b) all credential, commission, insurance, and background information they provide is true and current; (c) they have not been convicted of a felony or a crime involving moral turpitude that would bar a Texas commission; and (d) their performance will not breach any other agreement to which they are bound.

12. INDEMNIFICATION

Contractor will indemnify, defend, and hold Company and its clients harmless from any claim, loss, fine, or liability (including reasonable attorneys' fees) arising from Contractor's (a) breach of this Agreement; (b) negligence or willful misconduct; (c) failure to maintain required credentials, bond, insurance, or background-check currency; (d) mishandling of NPI; or (e) unauthorized practice of law. Company will indemnify Contractor for claims arising solely from Company's written instructions where Contractor performed in good faith and in compliance with this Agreement.

13. LIMITATION OF LIABILITY

Except for a party's indemnification obligations, breach of confidentiality, or willful misconduct, neither party is liable for indirect, incidental, consequential, or punitive damages, and Company's total aggregate liability under this Agreement will not exceed the total fees Company paid Contractor in the 12 months before the event giving rise to the claim.

14. TERM + TERMINATION

This Agreement begins on the Effective Date above and continues until terminated by either party at any time, with or without cause, on 14 days' written notice (email sufficient). Company may suspend or terminate immediately if Contractor's commission, bond, insurance, or background-check currency lapses, or for a confidentiality or compliance breach. Termination does not relieve Company of the obligation to pay for assignments completed before the termination date.

15. NON-SOLICITATION + NON-CIRCUMVENTION

During the engagement and for 12 months afterward, Contractor will not directly solicit, or accept signing-service work that bypasses Company from, any client first introduced to Contractor through Company for the specific purpose of an assignment. This does not restrict Contractor's general independent notary practice, pre-existing client relationships, or work obtained independently of Company.

16. ASSIGNMENT

Contractor may not assign or subcontract this Agreement or any assignment without Company's prior written consent. Company may assign this Agreement to a successor or affiliate on notice. This Agreement binds the parties' permitted successors and assigns.

17. GOVERNING LAW, VENUE + DISPUTES

This Agreement is governed by the laws of the State of Texas, without regard to conflict-of-laws principles. The parties will first attempt to resolve any dispute through good-faith negotiation; failing that, the dispute will be resolved exclusively in the state or federal courts located in Travis County, Texas, and each party consents to that venue.

18. ELECTRONIC SIGNATURES + COUNTERPARTS

The parties consent to transact and sign electronically. Each party agrees that an electronic signature applied to this Agreement (including via Dropbox Sign or a comparable e-signature service) authenticates this writing and has the same force and effect as a manual signature under the federal E-SIGN Act and the Texas Uniform Electronic Transactions Act (UETA), that the other party will rely on it, and each waives any defense to enforcement based on the electronic form. This Agreement may be executed in counterparts, each an original and together one instrument, delivered electronically.

19. MISCELLANEOUS

This Agreement is the entire agreement between the parties on its subject and supersedes prior understandings; it may be amended only in a writing signed (including electronically) by both parties. If any provision is held unenforceable, the rest remains in effect and the provision is enforced to the maximum extent permitted. No waiver is effective unless in writing, and no single waiver is a continuing one. Notices may be given by email to the addresses above. Neither party is liable for delay or failure caused by events beyond its reasonable control. Sections on confidentiality/data security, records, indemnification, limitation of liability, non-circumvention, and governing law survive termination. Headings are for convenience only.

By signing below, Contractor and Company agree to the terms of this Agreement.

CONTRACTOR

____

Signature

[Your name]

Printed name

____

Date

COMPANY

____

Signature

Authorized signatory

Printed name

____

Date