

**MASTER AGREEMENT**  
**Between NotaryClasses.com (aka) New World Language Services, Inc.**  
**&**  
**Affiliate**

This agreement is made and entered into this day of \_\_\_\_\_, 20\_\_ between  
NotaryClasses.com (aka) New World Language Services, Inc, (hereinafter "NotaryClasses.com") with it's  
principal place of business at 165 W. Hospitality Ln. Ste 10, San Bernardino, CA. 92408 and

\_\_\_\_\_  
(hereinafter "Affiliate") with it's principal place of business at  
\_\_\_\_\_.

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the parties mutually covenant, promise and agree as follows:

**1. Purpose**

The purpose of this agreement is to provide the terms and conditions between the afore mentioned parties which will allow the Affiliate to be reimbursed for marketing NotaryClasses.com to the public.

A. Whereas NotaryClasses.com wishes to extend an opportunity to the Affiliate to advertise and market NotaryClasses.com to the public, the parties agree to the following:

1. Relationship between parties: The Affiliate will provide marketing services as an independent contractor and understands that this relationship between NotaryClasses.com and Affiliate is not an employer-employee. Furthermore, NotaryClasses.com shall not in any way control any aspect of the Affiliate's services on behalf of NotaryClasses.com including but not limited to time or method and shall not provide reimbursement for materials or advertising costs incurred by the Affiliate for the purposes of fulfilling this agreement. Affiliate shall be required to complete a W-9 form and will be sent a 1099 in accordance with tax requirements for independent contractors.
2. Representation: At no time shall the Affiliate identify himself or herself as an employee of NotaryClasses.com or representative for NotaryClasses.com other than an Independent Marketing or Sales Affiliate contracted for the exclusive purpose of providing marketing services to NotaryClasses.com. Affiliate herein agrees to market classes for NotaryClasses.com legally and will never compromise the good name of NotaryClasses.com with false or misleading advertising. The Affiliate further agrees that any act of false or misleading advertising shall be cause for immediate cancellation of this agreement and shall be cause for withholding any amounts due the Affiliate until it has been determined that no direct or indirect financial loss has occurred as a result either illegal advertising methods or false or misleading advertising. The Affiliate signature below represents that the Affiliate either knows what advertising methods or will investigate the legality of advertising methods before engaging in such advertising and shall be personally liable for any actions which are deemed illegal.
3. Professionalism. Affiliate shall at all times exercise reasonable efforts to provide marketing services in a professional manner as would be commonly expected by any marketing entity.
4. Indemnification . Affiliate shall indemnify and hold harmless NotaryClasses.com (aka) New World Language Services, Inc. its directors, officers, agents and employees from and against any and all claims or lawsuits asserted including payment of damages, losses, expenses,

costs and reasonable attorney's fees arising in connection with services provided by Affiliate to NotaryClasses.com.

## **2. Procedure**

### **A. Website referral program**

- 2.1.1 Affiliate shall agree to place an advertisement image approved by NotaryClasses.com onto a website for which the affiliate has control or the authority to do so. Placement of such advertisement shall be satisfactory evidence to NotaryClasses.com that the affiliate has the proper authority.
- 2.1.2 Upon verification of placement of the approved image, NotaryClasses.com shall, upon mutual agreement, gather the information necessary from the affiliate to open an Affiliate account and provide the Affiliate with a unique Affiliate ID number and link to be used with the NotaryClasses.com image.
- 2.1.3 The Affiliate will set up a login ID and password in order to access the Affiliate report at his or her convenience. The report shall indicate the total number of website referrals as well as the total number of website referrals completing registrations for a live Notary Class. This report can be manipulated by date.

## **3. Payment**

### **A. NotaryClasses.com shall reimburse Affiliate monthly**

- 3.1.1 For each student completing registration as a result of the Affiliate's website referral, NotaryClasses.com shall reimburse the Affiliate \$50/per student.
- 3.1.2 Only one Affiliate will be reimbursed for each individual student. Payment for any referral who may have visited multiple affiliate sites previously shall be determined based on the most recent referred Affiliate site only.
- 3.1.3 Any registrant who terminates their registration by non-payment or any other means shall be deemed a non-registrant and there shall be no obligation or expectation of payment reimbursed to Affiliate for such registrants. Affiliate further agrees that should payment be made for a registrant who later cancels their registration by any means, Affiliate shall be obligated to reimburse NotaryClasses.com for any payments made for that registrant.
- 3.1.4 Affiliate payments will be made on the 15<sup>th</sup> of each month for the Affiliate's registrants for the previous month.

## **4. Confidential Information**

Affiliate acknowledges that it may receive and confidential information, including, without limitation, information about the other party's business and confidential information from registrants. Affiliate will, and will cause its employees and agents to, strictly maintain the confidentiality of the Confidential Information of both NotaryClasses.com and any registrants or potential registrants and not disclose, disseminate or otherwise give Confidential Information to any other person, firm, organization or third party, and not to use for any other purpose, the Confidential Information without the other party's prior written permission. The obligations of confidentiality shall survive termination or expiration of this Agreement for a period without termination.

## **5. Severability**

A judicial determination that any provision hereunder is invalid in whole or in part shall not affect the enforceability of those provisions not found to be invalid.

## **6. Notices**

All notices and other communications relating to this Agreement or its terms will be in writing and mailed via first class United States Postal Service, certified or registered with return receipt requested or via facsimile. All notices so mailed will be deemed received two (2) days after postmark date and facsimile will be deemed received upon notification of successful transmission.

## **7. Choice of Law/Choice of Forum**

This Agreement shall be deemed to have been executed and delivered in San Bernardino, California, and shall be construed, interpreted and enforced under and in accordance with the internal laws of the State of California, excluding its conflicts or choice of law rule or principles which might refer to the law of another jurisdiction. The parties agree to exercise any right or remedy in connection with this Agreement exclusively in, and hereby submit to the jurisdiction of the State of California, Courts

of San Bernardino County, California, or the United States District Court at San Bernardino, California. The state and federal courts situated in San Bernardino County, California will have non-exclusive jurisdiction and venue over any dispute or controversy, which arises out of this Agreement.

**8. Binding Effect/Assignment**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective representatives, successors and permitted assigns. Neither party may assign its rights and/or duties under this Agreement without prior written consent of the other party given at the other party's sole option; except that NotaryClasses.com may assign this Agreement to a subsidiary or affiliate upon notice to Affiliate. Any such attempted assignment shall be void.

**9. Headings**

This Agreement may be executed in any number of original counterparts, each of which when executed and delivered will be deemed to be an original and all of which taken together will constitute but one and the same instrument. Headings in this Agreement are included for convenience of reference only and will not constitute a part of this Agreement for any other purpose.

**10. Attorneys Fees**

In the event there is any dispute concerning the terms of this Agreement or the performance of any party hereto pursuant to the terms of this Agreement, and any party hereto retains counsel for the purpose of enforcing any of the provisions of this Agreement or asserting the terms of this Agreement in defense of any suit filed against said party, each party shall be solely responsible for its own costs and attorney's fees incurred in connection with the dispute irrespective of whether or not a lawsuit is actually commenced or prosecuted to conclusion.

**11. Term and Termination**

This Agreement will commence on the date of the last signature set forth below and will continue for one (1) year. Thereafter, this agreement shall be automatically extended for successive one (1) year terms unless terminated as hereinafter set forth. Either party may terminate this Agreement without cause.

**12. Entire Agreement**

This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof. Any modifications of this Agreement must be in writing and signed by an authorized representative of each party.

The Affiliate signature on this Agreement constitutes a reasonable assumption by NotaryClasses.com that the Affiliate has read this Agreement in its entirety and furthermore understands this Agreement and accepts the conditions herein.

“NotaryClasses.com signature”

“Affiliate signature”: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

165 W. Hospitality Lne. Ste 10

\_\_\_\_\_

San Bernardino, CA 92408

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number \_\_\_\_\_

Affiliate Number: \_\_\_\_\_ (to be provided by NotaryClasses.com after signature)

Please sign and fax to: 909-388-1796 Questions? Call 909-915-1201

# Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

|  |   |   |
|--|---|---|
| Print or type<br>See Specific Instructions on page 2 | Name (as shown on your income tax return)   |   |
|  | Business name, if different from above  |   |
|  | Check appropriate box: <input type="checkbox"/> Individual/<br>Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... |   |
|  | <input type="checkbox"/> Exempt from backup withholding   |   |
|  | Address (number, street, and apt. or suite no.)   | Requester's name and address (optional) |
|  | City, state, and ZIP code   |   |
| List account number(s) here (optional)               |   |   |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

|                                       |
|---------------------------------------|
| <b>Social security number</b>         |
| +                                     |
| <b>or</b>                             |
| <b>Employer identification number</b> |
| +                                     |

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.