



## **FNTG NOTARY PUBLIC'S PROFESSIONAL RESPONSIBILITY & REQUIREMENTS AGREEMENT**

Fidelity National Title Group, Inc. and its affiliated companies (collectively, "FNTG" or "Company") are committed to protecting the privacy of its clients and customers and avoiding fraud. Although your notary services are governed by state law, FNTG has developed the following general requirements, which notaries must adhere to while providing services to or at the request of the Company.

1. Notary shall hold a current notary commission for each state in which Notary performs the notary services, and Notary must have a current understanding of the laws, practices, and requirements of the state's notarial office by obtaining any necessary training to do so.

2. Notary shall maintain errors and omissions insurance with coverage of not less than \$100,000.00. Notary shall renew such coverage prior to the expiration date, and Notary understands they will not be able to provide services to the Company until such renewal documents are received by the Company.

3. Notary is required to conduct all services in a professional and courteous manner. Notary shall wear business attire and otherwise maintain a professional appearance during a signing appointment.

4. From time to time, the Company may develop required training courses for independent notaries. Company may condition assignment of new orders to Notary upon Notary's completion of the required training course(s). Training requirements of the Company are in addition to any training requirements of the states in which Notary is commissioned.

5. Notary shall not use or be under the influence of drugs or alcohol before or during a signing appointment.

6. Notary shall not carry a firearm to a signing appointment.

7. Notary shall be responsible for ensuring that the signing party(ies) sign, initial and otherwise complete all documents. Notary is responsible for correcting, at his/her own expense, any notarized, executed, or initialed documents that the Company determines be incomplete or unsatisfactory.

8. Notary shall act as an impartial third party and shall not profit or gain from any document or transaction requiring his/her services other than by the fee earned for such services as allowed by statute and agreed upon by the Company.

9. Notary shall not execute a false or incomplete certificate nor be involved with any document or transaction that he/she knows is false, fraudulent or deceptive.

10. Notary shall safeguard his/her seal and notary journal (if such journal is required by state law or maintained at the option of the notary) at all times to prevent unauthorized use of such seal and/or journal.

11. Notary shall not notarize any documents that a signing party did not sign in the presence of the Notary. The notary must personally observe the execution of each document by the signing party and notarize the documents in the signing party's presence.

12. Notary shall maintain the privacy of each signer and not divulge or use any personal, confidential or proprietary information to which the Notary may have access while performing the services, all as more particularly described in and controlled by the FNTG Third-Party Notary Confidential Information Agreement executed by Notary.

13. Notary, as a government officer and public servant, shall serve the public in an honest, fair, and unbiased manner. Notary shall give precedence to state law over the expectations of any individual or entity.

14. Notary shall not give advice to any signatory. If the signing party asks you any substantive questions regarding the transaction or the content of the documents signed or to be signed, the Notary must refer the signing party back to the Company escrow officer or Company personnel designated in the closing package transmittal.

15. Notary shall only accept documents for signing directly from the Company escrow officer or Company personnel designated in the closing package transmittal; Notary shall never accept documents from a mortgage broker, realtor or anyone else without first obtaining the approval of the Company escrow officer or other Company personnel designated in the closing package transmittal.

16. At the Company's request, Notary may accept a cashier's checks or other such negotiable instrument from a signing party; provided that the check or instrument is made payable to the FNTG entity closing the transaction. NOTARY IS PROHIBITED FROM HANDLING ANY FUNDS, ESCROW OR OTHERWISE.

17. Notary shall at all times keep any and all documents and information safe and secure in his/her possession.

18. Upon completion of the signing, Notary shall promptly return the original, executed documents in accordance with the instructions set forth in the transmittal letter from the Company. If the Company requires the Notary to send an electronic copy of the signed documents back to the Company, Notary shall not email documents unless Notary has the ability to send encrypted emails or to encrypt the scanned documents. If Notary is unable to send encrypted emails or to encrypt the documents, Notary shall contact the Company to discuss options for secure, electronic transmission of the documents.

19. Notary shall not subcontract the signing services to another notary. If Notary is personally unable to complete the notary service, Notary shall immediately contact the Company escrow officer or other designated Company personnel to allow the Company to select a new notary.

20. Notary shall not use FNTG or Affiliates' names, logos or other marks, or any abbreviation, contraction or simulation thereof, in any advertising, publicity, websites or other marketing materials, whether printed or digital. Notary shall not represent themselves as being approved or endorsed by FNTG or its Affiliates.

**21. IN THE EVENT OF A BREACH OR SUSPECTED BREACH IN SECURITY (LOSS AND/OR IMPROPER DISCLOSURE OF DOCUMENTS OR CUSTOMER INFORMATION), WHETHER PHYSICAL OR ELECTRONIC, THE NOTARY SHALL IMMEDIATELY ADVISE THE COMPANY ESCROW OFFICER OR OTHER COMPANY PERSONNEL DESIGNATED IN THE CLOSING PACKAGE TRANSMITTAL OF SUCH BREACH AS REQUIRED BY THE FNTG THIRD-PARTY NOTARY CONFIDENTIAL INFORMATION AGREEMENT, SO FNTG CAN PROMPTLY ADDRESS SUCH BREACH OR SUSPECTED BREACH.**

**By signing below, I hereby certify that:**

I have read, understand and agree to comply with the above responsibilities and requirements (the "Requirements"), and I acknowledge that my performance as a Notary Public ("Notary") on FNTG and its Affiliates transactions will be monitored by FNTG for compliance with the Requirements. I understand that my Failure to comply with these Requirements, the FNTG Third-Party Confidential Information Agreement or FNTG's transactional instructions may result in my removal from FNTG's approved notary network. Further, if I fail to provide proof to the Company of the renewal of my commission, E&O insurance, or my background check prior to expiration, I will be immediately disqualified from being an approved notary. I also understand that being approved to join FNTG's approved notary network does not obligate FNTG or its Affiliates to use my notary services now or in the future.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_