



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement (the “Agreement”) is made this ____ day of _____, _____ between **Nationwide Signing Services, LLC** hereinafter referred to as “Company”, located at **925 W. Baseline Road, Suite 105-H2, Tempe, AZ 85283** and _____ located at _____ hereinafter referred to as “Contractor.” The Company and Contractor shall collectively referred to as the “Parties”.

RECITALS

WHEREAS, the Company desires to retain the services of the Contractor as an independent contractor to perform certain tasks as set forth below.

WHEREAS, Contractor desires to enter into this Agreement and perform as a Contractor for the Company and is willing to do so on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in the Agreement, the Parties agree as follows:

1. THE SERVICES

(a) During the Term of this Agreement, Contractor desires to provide signature and notary services. Each transaction shall hereinafter be referred to as a “Project.” To obtain a Project, Contractor shall notify the Company when Contractor is available to accept Projects. If the Company has any available Projects on those days, the Company will notify the Contractor. If multiple contractors are available that day, the Company shall generally notify contractors based on their proximity to the Project. Contractor may elect which available Project(s) to accept. However, Contractor is under no obligation to accept any of the available Projects and may decline to accept any or all of them. If Contractor accepts a Project, Contractor shall make arrangements with the relevant persons to provide the signature and notary services. The services to be provided by Contractor under this Agreement shall be referred to hereafter as the “Services.”

(b) Contractor may elect the manner in which the Services are to be performed; provided, however, that Contractor shall perform all work in a professional manner and shall meet or exceed the standards prevailing in Contractor’s industry or profession among those providing similar services. Contractor represents to the Company that Contractor is qualified to perform the Services described herein, and needs and expects no training or supervision from Company. The Company shall not have the right to control the means or manner of Contractor’s Services.

(c) Contractor has no obligation to accept any Project offered by the Company, and may choose, in its sole discretion, which Projects it wishes to accept. Contractor is free to decline all Projects and is not under any obligation to be available to accept Projects. Moreover, the Company does not guaranty that it will have available Projects at any given time. The Company may, in its sole discretion, decide not to offer any Projects to the Contractor or may decide to offer Projects to another contractor before or instead of offering them to Contractor.

(d) The Agreement does not dictate the time of performance. Contractor is not required to follow or establish a regular or daily work schedule. Contractor may choose how many Projects to accept, how often to accept Projects, and when it will accept Projects.

(e) The Company shall not provide any tools or materials to Contractor. Contractor shall supply all necessary equipment, materials and supplies. The Company will not combine business operations with the Contractor and will maintain operations separately from the Company. Contractor will not rely on the equipment or offices of the Company for completion of tasks and duties set forth pursuant to this Agreement. Any advice given to Contractor regarding the Services shall be considered a suggestion only, not instructions. Contractor is responsible to obtain, at its own expense, any licenses or certifications necessary to provide the Services.

(f) Contractor shall be responsible for keeping and maintaining all notary journals, as required by applicable law or licensing requirements, of any Projects completed by Contractor. Contractor shall make the notary journals available to the Company to inspect during normal business hours and upon receiving reasonable notice from the Company.

(g) Contractor shall not be entitled to engage in any activities for or on the Company's behalf which are not expressly set forth by this Agreement.

2. COMPENSATION

(a) The Company does not set a salary or hourly rate for the Contractor.

(b) Contractor shall be entitled to compensation for performing those tasks and duties related to the Services.

(c) After completing a Project, Contractor shall submit an electronic Order Completion Report to the Company. The Company shall pay all undisputed fees in accordance with Section 2(b) within 30 days after the Company's receipt of the Order Completion Report submitted by Contractor.

3. OTHER BUSINESS ACTIVITIES

(a) Contractor holds itself out as a separate business entity independent of the Company. Contractor is not required to perform work exclusively for the Company. Contractor may conduct tasks or activities similar to the Services rendered hereunder for entities, other than the Company.

(b) Contractor shall obtain, at its own expense, all business registrations, licenses and certifications necessary to perform the Services. At the Company's request, Contractor agrees to

supply the Company with proof of any licenses or certifications required to perform the Services pursuant to this Agreement.

4. INDEPENDENT CONTRACTOR STATUS

(a) The Agreement does not constitute a hiring by either party. The Parties intend that Contractor shall have an independent contractor status and not be an employee for any purpose, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, Internal Revenue Code Section 401(k), and other benefit payments and third party disability claims.

(b) This Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Contractor and the Company for any purpose. Contractor has no authority (and shall not hold itself out as having authority) to bind the Company, and Contractor shall not make any agreements or representations on the Company's behalf without the Company's prior written consent.

(c) Contractor will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by the Company to its employees, and the Company will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining workers' compensation insurance on Contractor's behalf. Contractor shall be responsible for, and shall indemnify the Company against, all such taxes or contributions, including penalties and interest.

(d) Contractor recognizes and understands that it will receive an IRS 1099 Statement, and Contractor will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions or applicable Federal and State law.

5. WORKS FOR HIRE

(a) The Company is, and shall be, the sole and exclusive owner of all right, title and interest in and to all the results and proceeds of the Services performed under this Agreement. If in furtherance of, as part of, or as a result of the Services, Contractor (either alone or with others) makes, conceives, creates, discovers, invents, produces, drafts, or reduces to practice any invention, modification, discovery, design, development, improvement, process, software program, works of authorship, research, memoranda, documentation, formulas, data, technique, know-how, notes, diagrams, architecture, source code, designs, models, or prototypes (hereafter the "Work Product"), whether in hard or electronic format, and whether in draft, working, or final form, such Work Product is the sole and exclusive property of the Company and shall be considered "works made for hire" as that term is defined under United States copyright law and for purposes of determining copyright ownership. If the Work Product is not or is ever deemed under any applicable law not to be a work made for hire, then Contractor hereby and without further compensation irrevocably transfers and assigns to the Company, its successors and assigns, ownership of all Work Product and all available information relating thereto, including drafts,

research, and models. Upon the request of the Company, Contractor shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the Company to prosecute, register, perfect, record or enforce its rights in any Work Product. Contractor shall require each of its employees and contractors to execute written agreements securing for the Company the rights provided for in this Section 5 prior to such employee or contractor providing any Services under this Agreement.

6. CONFIDENTIALITY AGREEMENT

(a) Contractor acknowledges that it will have access to information that is confidential, including, without limitation, trade secrets and Works for Hire, the terms of this Agreement, customer identities and lists, marketing strategies, business operations and strategies, private information belonging to clients or third parties viewed or obtained by Contractor in connection with providing the Services, and any other information of any kind which would be deemed confidential, in each case whether spoken, written, printed, electronic or in any other form or medium (collectively, the “Confidential Information”).

(b) Contractor agrees that all Confidential Information belongs to the Company. Contractor further agrees that Contractor shall hold Confidential Information in the strictest of confidences and will not, directly or indirectly, (i) disclose Confidential Information to any third party; (ii) transmit, convey, copy, or otherwise make accessible the Company’s Confidential Information to any third party or any other person outside the Company who is not authorized to view it; (iii) use or allow use of the Confidential Information for the benefit of Contractor or any third party except as expressly allowed by Company in writing; or (iv) disclose the Confidential Information to others within Contractor’s organization unless the employees, agents, officers, directors and shareholders to whom such information is disclosed have agreed in writing to the terms of this Agreement. Contractor shall take all reasonable actions that Company deems necessary or appropriate from time to time to prevent unauthorized use or disclosure of, or to otherwise protect Company’s interest in the Confidential Information. Moreover, to ensure the proper handling of Confidential Information, Contractor shall not save any customer real estate or loan documents on its personal computer.

(c) Confidential Information shall not include information that Contractor can establish is generally available through lawful means to the public other than as a result of Contractor’s direct or indirect breach of this Agreement.

(d) Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. Contractor agrees to provide written notice of any such order to an authorized officer of the Company within 24 hours of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the Company to contest the order or seek confidentiality protections, as determined in the Company’s sole discretion.

(e) Contractor's obligations under this this Section 6 shall survive the termination of this Agreement or end of the independent contractor relationship.

7. TERM AND TERMINATION

(a) The term of this Agreement shall commence as of the date set forth above and shall continue until written notice is received by either party.

(b) The Company may terminate this Agreement without penalty and effective immediately upon written notice to Contractor, if Contractor (i) breaches this Agreement, (ii) loses any license or certification required by law to perform the Services, or (iii) is convicted of, or pleads guilty or nolo contendere, to a felony or any crime involving moral turpitude, theft, dishonesty, deceit, fraud, embezzlement, or misrepresentation.

8. EXPENSE ACCOUNTS

Contractor and the Company agree to maintain separate accounts in regards to all expenses related to performing the Services. Contractor is solely responsible for payment of expenses incurred pursuant to this Agreement unless provided otherwise in writing by (an Officer of) the Company. Contractor agrees to execute and deliver any agreements and documents prepared by the Company and to do all other lawful acts required to establish document and protect such rights.

9. INSURANCE

During the Term, Contractor shall maintain adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to the Company, with policy limits sufficient to protect and indemnify the Company and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from Contractor or Contractor's agents, contractors, servants or employees conduct, acts, or omissions. The Company shall be listed as additional insured under such policies, and shall forward a certificate of insurance verifying such insurance upon the Company's written request, which certificate will indicate that such insurance policies may not be canceled before the expiration of a 30 day notification period and that the Company will be immediately notified in writing of any such notice of termination.

10. INDEMNIFICATION

Contractor shall, to the fullest extent permitted by law, release, defend, indemnify and hold harmless the Company and any of its past, present, or future parents, partners, subsidiaries, predecessors, successors, assigns, affiliates and agents, and their respective owners, directors, employees, representatives and attorneys (the Company and these persons and entities shall collectively be referred to as the "Company Affiliates") from and against any and all injuries, losses, damages, liabilities, deficiencies, actions, claims, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) (collectively, the "Losses") caused by or arising out of, in whole or in part, or otherwise directly or indirectly related to: (i) any bodily injury, emotional distress or trauma, death, or damages to real or personal property directly or indirectly related to the Contractor's performance of the Services or by any

other act or omission of the Contractor, or any of its past, present, or future parents, partners, subsidiaries, predecessors, successors, assigns, affiliates and agents, and their respective owners, directors, employees, representatives, contractors and attorneys (Contractor and these persons shall collectively be referred to as the “Contractor Affiliates”); (ii) the breach of or default under this Agreement, or any representation, warranty, or obligation herein by any of the Contractor Affiliates; (iii) the failure to perform the Services or failure to perform the Services in a timely manner by any of the Contractor Affiliates; (iv) assertions that any of the Contractor Affiliates are employees of any of the Company Affiliates; (v) the misrepresentations, fraud, or other unlawful conduct of any of the Contractor Affiliates; (vi) the violation of any applicable law or breach of any industry or professional standard by any of the Contractor Affiliates; and (vii) any other past, present, or future conduct, act or omission of any of the Contractor Affiliates. Contractor acknowledges and agrees that it shall be required to indemnify, hold harmless, and defend the Company Affiliates to the fullest extent permitted by law even if the individual or collective negligence of the Company Affiliates contributed to or caused such Losses, provided however that Contractor shall not be required to indemnify the Company Affiliates for their own gross negligence or willful misconduct.

11. REPRESENTATIONS AND WARRANTIES

(a) Contractor represents and warrants to the Company that: (i) Contractor has the authority to enter into this Agreement, to grant the rights herein and to perform the Services; (ii) Contractor is not breaching any other agreement by entering into this Agreement or performing the services; (iii) Contractor has the required skill, licenses, experience and qualifications to perform the Services; (iv) Contractor shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services; and (v) Contractor shall perform the Services in compliance with all applicable federal, state and local laws and regulations.

(b) The Company hereby represents and warrants that (i) the Company has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and (ii) the representative whose signature is set forth at the end hereof has been duly authorized to sign this Agreement by all necessary corporate action.

12. NOTICES

Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraphs of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Contractor agrees to keep Company current as to its business and mailing addresses, as well as telephone, facsimile, e-mail and pager numbers.

13. ATTORNEYS' FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements incurred both before and after judgment in addition to any other relief to which such party may be entitled.

14. MEDIATION AND ARBITRATION

Any controversy between the Parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on written request of either party served on the other, be submitted first to mediation and if still unresolved to binding arbitration. Said Mediation or binding arbitration shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes unless the Parties stipulate otherwise. The attorneys' fees and costs of arbitration shall be borne by the losing party, as set forth in Section 13 above, unless the Parties stipulate otherwise, or in such proportions, as the arbitrator shall decide.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

16. MODIFICATION AND WAIVER

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

17. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

18. ASSIGNMENT

Contractor may not assign Contractor's rights or obligations under this Agreement and any attempted assignment shall be null and void. The rights and obligations of Company hereunder shall inure to the benefit of and shall be binding upon its successors and assigns.

19. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule. Each party

irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the County of Maricopa, State of Arizona in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder.

20. FORM OF EXECUTION

This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

21. SURVIVAL

Sections 5, 6, 9, 10, 13 through 19, and 21 shall survive the termination or expiration of this Agreement or other termination of Contractor's independent contractor relationship with the Company.

22. NEGOTIATED AT ARM'S LENGTH

Contractor affirms that Contractor has read all 22 Sections of this Agreement and enters into this Agreement voluntarily with full notice of its provisions and after the Parties have negotiated the terms of this Agreement at arm's length.

THE COMPANY:

Nationwide Signing Services, LLC

Charles Camenzind
By: Charles Camenzind

Date

Owner _____
Title:

CONTRACTOR:

Contractor

Date

Contractor Printed Name