



FNTG NOTARY PUBLIC'S PROFESSIONAL RESPONSIBILITY & REQUIREMENTS AGREEMENT

Fidelity National Title Group and its affiliated companies ("FNTG" or "Company") is committed to protecting the privacy of its clients and customers and avoiding fraud. Although your notary services are governed by state law we have 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 in the state where notary services are performed and the Notary must keep current on the laws, practices, and requirements of the state's notarial office by obtaining any necessary training to do so.
2. Errors and omissions insurance must be maintained by the notary with coverage of not less than \$100,000.00. Notary shall renew such coverage prior to the expiration date and Notary understands he/she 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 him/herself in a professional and courteous manner at all times. Business attire and a professional appearance must be maintained during a signing appointment. Use of drugs or alcohol and carrying of a firearm are strictly prohibited.
4. Notary shall be responsible for obtaining all required signatures and initials on all documents. Notary is responsible for correcting, at his/her own expense, any notarized, executed, or initialed documents which are determined by the Company to be incomplete or unsatisfactory.
5. 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.
6. 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.
7. 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.
8. All notarization shall take place in the presence of the signing party. The notary must personally observe the execution of each document.
9. Notary shall maintain the privacy of each signer and not divulge or use personal, confidential or proprietary information of any party which is disclosed during the execution of any documents, all as more particularly described in and controlled by the FNTG Third-Party Notary Confidential Information Agreement executed by Notary.
10. Notary, as a government officer and public servant, shall serve the public in an honest, fair, and unbiased manner. Notary will give precedence to state law over the expectations of any individual or entity.
11. Notary will not give advice to any signatory. Any questions regarding the content of the documents being executed should be referred back to the Company escrow officer or Company personnel designated in the loan package transmittal.
12. Notary shall only accept documents for signing directly from the Company escrow officer or Company personnel designated in the loan package transmittal, never 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 loan package transmittal.
13. Notary shall only accept cashier's checks or other such negotiable instruments from the parties made payable to the FNTG company closing the transaction, as instructed by the



14. Notary shall at all times keep any and all documents and information safe and secure in his/her possession. Any emailing of documents by the Notary must be encrypted to secure personal information contained therein.
15. Notary shall complete and submit to the Company with the completed closing package the Company's Outside Notary's Certificate of Compliance for each person whose signature was notarized. The Certificate identifies the type of identification documentation relied on by the Notary. A Certification form will be provided by the Company escrow officer or other Company personnel assigning the order to the Notary.
- 16. 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 will immediately advise the Company escrow officer or other Company personnel designated in the loan 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.**

I have read, understand and agree to the above responsibilities and requirements and I acknowledge that my performance will be monitored by FNTG for compliance. Failure to comply with these Professional Responsibilities & 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 my renewal of my commission, E&O insurance, or my background check prior to expiration, I will be immediately disqualified from being an approved notary.

Signature: _____

Printed Name: _____

Date: _____