



FNTG THIRD-PARTY NOTARY CONFIDENTIAL INFORMATION AGREEMENT

Pursuant to the privacy regulations and information security guidelines issued by federal financial regulators pursuant to Title V of the Gramm-Leach-Bliley Act ("GLBA") covered financial institutions and service providers with access to confidential data are required to ensure that all service providers and marketing partners who have access to customer information provide for the confidentiality and security of such information. To enable the Company to demonstrate compliance with the privacy requirements of GLBA, you hereby agree to the following, which will apply to all information and data provided to you in any format by Fidelity National Title Group, any of its Affiliate companies or our customers (collectively the "Company").

As used herein, the term "**Customer Information**" means any "nonpublic personal information" and /or "personally identifiable financial information" about "customers" and "consumer" (as those terms are used in Title V of the Gramm-Leach-Bliley Act and the privacy regulations adopted thereunder) provided to you by the Company or otherwise received by you in connection with a Company transaction. "Service Provider" means the party signing this Agreement.

1. Service Provider agrees that, except as may be reasonably necessary in the ordinary course of business to carry out the activities to be performed by Service Provider under its agreement(s) with the Company or as may be required by law or legal process, Service Provider will not disclose any Customer Information to any third party without the written consent of the Company.
2. Service Provider agrees that it will not use any Customer Information other than to carry out the purposes for which such Customer Information was disclosed to Service Provider by the Company unless such other use is (a) expressly permitted by a written agreement executed by the Company, or (b) required by law or legal process.
3. Service Provider agrees to take all reasonable measures, including without limitation such measures as it takes to safeguard its own confidential information, to ensure the security and confidentiality of all Customer Information to protect against anticipated threats or hazards to the security or integrity of such Customer Information and to protect against unauthorized access to or use of such Customer Information.
4. Throughout the term of the Agreement, Service Provider shall implement and maintain appropriate safeguards, as that term is used in Section 314.49(d) of the FTC Safeguard Rule, 16 C.F.R. Part 314 (the "FTC Rule"), for all Customer Information, as that term is defined in Section 314.2(b) of the FTC Rule, owned by the Company and delivered to the Service Provider pursuant to this Agreement.
5. Service Provider shall notify the Company immediately upon discovering or suspecting any loss, unauthorized disclosure, unauthorized access, or misuse of Customer Information. Such notice shall be in writing unless such writing will cause a delay in notification in which case the initial notification may be oral. Such notice shall be provided to the Company contact or representative that assigned the transaction to Service Provider or as designated in the Company's transmittal instructions provided to Service Provider.

Initial _____



6. Service Provider shall not reproduce, store or save any Customer Information in any form except to the extent required by the laws governing the Service Provider's notarial services or as required by any Company instructions provided to Service Provider. To the extent Service Provider retains any Customer Information pursuant to the preceding sentence, such copies will only be retained for as long as required by such law or Company instruction and such information or documents shall remain subject to this Agreement. Upon request Service Provider shall provide the Company with written certification regarding the destruction of Confidential Information.
7. Service Provider agrees that while any Customer Information is in his/her possession or control it will be (i) stored in a physically and logically secured and controlled environment, only accessible by Service Provider and (ii) downloaded only into physically and logically secured and controlled systems only accessible by Service Provider where it will stay encrypted while in storage and in transit.
8. Service Provider agrees to indemnify, defend and hold Company harmless for any security breaches, violations of GLBA or breach of this Agreement caused by Service Provider's negligence, misconduct and/or loss or material alteration of Customer Information.
9. Service Provider represents and warrants that he/she will comply with the laws, regulations and requirements for document retention applicable to the notarial services which Service Provider is providing to or for the Company. Once the required retention period has expired Service Provider represents and warrants that he/she will destroy all Confidential Information and any Company related work product via shredding or other recognized secure disposal means.
10. Service Provider acknowledges that a breach of this Agreement will cause irreparable harm or damage to the Company, its customers or consumers. Service Provider agrees that the Company is entitled to seek injunctive relief for a breach of the Agreement and other relief as may be granted by a court of competent jurisdiction.
11. Service Provider agrees that if any provision of this Agreement is unenforceable or invalid the unenforceability or invalidity shall not render this entire Agreement unenforceable or invalid.

In Witness Whereof, the undersigned Service Provider agrees to all of the terms and provisions of the foregoing Agreement.

Signature

Name: _____

City, State & Zip: _____

Date: _____



Field Compliance Dept. - East

Background Check: General Information and Requirements

FNTG's policy is that all independent contract notary vendors must successfully pass a criminal background check as a prerequisite to being added to the FNTG approved notary list with a re-check annually. This policy also supports many of our Lender/Client Service Agreements which require FNTG to obtain a clear criminal background check from each independent contract notary vendor.

A criminal background check is required for each individual notary and each individual is responsible for the cost of each background check. Below are the options and the requirements:

- National Notary Association (NNA) Background Check Certification (dated within 1 year). Upon submission of the certification to FNTG from the notary, FNTG will access the certification via the NNA website to confirm its authenticity. The copy of the certification should be submitted to approved-notary-efc@fnf.com. Visit www.nationalnotary.org or contact the NNA at 800-876-6827 for a copy of the certificate;
- SterlingBackCheck. Criminal Background Check ordered through the FNTG approved portal

If not obtaining the NNA background check, the only acceptable background check company is Sterling.

ORDER INSTRUCTIONS FOR STERLING

In order to insure the proper routing of your background check results to the appropriate FNTG employee, please insure you are using the proper portal link below.

Go to: = <https://workforce.sterlingdirect.com/InvitationCodePage?InvitationCode=A5619EF0457743-31818921> (ctrl + click to open link)

Leave in the invitation code provided and simply click "begin" to start. At the next screen, you will have to "create an account". Thereafter, follow the on-screen instructions provided.

FNTG has confirmed that Sterling Info Systems is a reputable, independent and qualified background check vendor. FNF does not have any ownership interest in the vendor, nor do they receive any fee "split", referral fee or other compensation from the vendor or its fees.

Please be certain to enter all of your information accurately; you will receive instructions about retrieving a copy of your background check for your records during the application process. The cost of the background check will range from \$55 and up depending on the states that you have resided in within the last 7-10 years. You do not need to send FNF a copy of the report. Our Sterling background check reports include the following searches (10 year search):

- Social Security Number Trace Search
- County Criminal Court Search
- Statewide Criminal Search
- Federal District Criminal Search
- National Sex Offender Database Search
- Enhanced National Criminal Database Search (with Validators)
- OFAC/Patriot Act Search (Office of Foreign Asset Control)

Signature

Date

Print Name

Background Check Vendor used



**NOTICE, AUTHORIZATION AND RELEASE REGARDING EXISTING CERTIFICATES
AND/OR INVESTIGATIVE CONSUMER REPORTS**

I have or will provide to Fidelity National Financial, Inc. and/or its family of title companies (collectively, "FNF") a copy of my Background Screening Certificate from the GLBA-Compliant National Notary Association ("NNA") or other approved vendor.

I HEREBY AUTHORIZE FNF to release, disclose and/or provide a copy of any and all certificates, forms, questionnaires, investigative reports, background checks, evaluations, analysis or any other information that I have provided or caused to be provided to FNF, or which FNF has prepared, to any lender, bank, credit union, savings association or other financial institution (collectively, "Lender") for whom FNF provides services under a service agreement, so as to evidence that I meet the requirements, qualifications and standards imposed by such Lender on persons who receive or have access to consumer financial information or other confidential information.

I hereby agree and understand that this Notice, Authorization and Release will remain valid as long as I provide any services for or to FNF and throughout my affiliation with FNF. The matters and information which are covered by this Notice, Authorization and Release include, but are not limited to, information concerning my criminal history, motor vehicle history, my social security number, or any other information requested by a Lender. As used herein FNF means FNF and any other division of the Fidelity National Financial, Inc. family of companies, including any related companies, subsidiaries and/or affiliates thereof.

I hereby release FNF, to the full extent permitted by law, from any liability or claims arising from releasing, disclosing, providing and/or reporting information concerning me to any party pursuant to this Notice, Authorization and Release.

I agree that a copy or fax of this document shall be as valid as the original.

Signature

Date

Print Name

City, State, Zip



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 _____



TRID Training Self Certification

To: Fidelity National Title Group

I hereby certify that:

1. As of the date of this certification, I have read and understood FNTG's Memorandum to Signing Agents, dated August 12, 2015, and the Five Things Signing Agents Need to Know Before October, 2015.
2. I am familiar with the content of the flyer and memo. I understand that effective October 3, 2015, closed-end consumer credit transactions will be subject to the TILA-RESPA Integrated Disclosure ("TRID") rule and forms. **Each box below must be checked. By checking each box below I acknowledge:**

- The following closed-end consumer credit transactions are subject to TRID:
 - Purchase Money Loans
 - Refinances
 - Loans secured by 25 acres or less
 - Loan secured by vacant land
 - Construction-only loans
 - Timeshare loans
- In transactions subject to TRID:
 - The TILA Disclosure form is replaced by the Closing Disclosure
 - The Closing Disclosure must be signed by the borrower(s)
 - The HUD-1 Settlement Statement is replaced by a Closing Statement
 - The Closing Statement must be signed by the parties identified on the form
- The following transactions are exempted from the TRID rule:
 - Reverse Mortgages
 - Home Equity Lines of Credit (HELOCs)
 - Mobile Home Only Loans (no land)
 - Creditors (Lenders) who originate less than 5 loan in a calendar year
- The Closing Disclosure includes the following explanation of these terms:
 - Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.
 - Finance Charge. The dollar amount the loan will cost you.



- Amount Financed. The loan amount available after paying upfront finance charge.
- Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.
- Additional important terminology:
 - Creditor - the CFPB broadly defines as the lender.
 - Business day - for purposes of providing the Closing Disclosure, business day means all calendar days except Sundays and legal public holidays.
 - Consummation - the day the borrower becomes legally obligated under the loan, which is the date of signing, even if the loan has a rescission period under TILA's Regulation Z. Consummation can be different from the closing date defined in the purchase agreement.
- If a borrower has questions concerning the Loan Calculations, the formula used to derive the amounts or questions on other amounts on the Closing Disclosure I must refer the borrower to the Lender contact shown in the Contact Information section on Page 5 of the Closing Disclosure or other contact stated in the signing package instructions.

I hereby swear or affirm that the foregoing Certification is true and correct. I acknowledge that my failure to understand the above matters may result in my removal from FNTG's approved notary network.

Signature: _____

Name: _____

City: _____

State, Zip: _____

Phone: _____

Email: _____

Date: _____

Fidelity National Title Group
Consumer Complaint Handling Procedures for Third Party Notaries

From time to time, a consumer may express dissatisfaction to you, the notary, about some aspect of the transaction for which you are providing signing services. The subject matter of the consumer's dissatisfaction may be in regards to some aspect of the loan, the closing process or even your performance as a signing agent. If the consumer expresses dissatisfaction to you at any point during the signing appointment, you must comply with the procedures outlined below for responding to the consumer and for reporting the complaint to the title/escrow/settlement company.

Definitions

Complaint

For the purpose of this procedure, a "Complaint" is any situation or matter where a Consumer or their representative expresses an issue or concern, either verbally or in writing, to a third-party notary in the ordinary course of the signing service, which does not involve one or more of the risk factors listed in the definition for Escalated Complaint (defined below).

Escalated Complaint

For the purpose of this procedure, an "Escalated Complaint" is any Complaint that:

1. has the potential to cause harm or hardship to a Consumer;
2. poses imminent legal or regulatory risk to FNTG or the lender;
3. indicates that the Consumer may have or may contact the media, a lawyer, a consumer advocacy group, or the Better Business Bureau in regards to the issue or concern; or
4. alleges unfair or deceptive trade practices, violation of law, or similar violation;

An "Escalated Complaint" also includes any Complaint in which the Consumer requests to go on record as being dissatisfied or requests to escalate the handling of the Complaint.

Complaint Handling Procedure

1. **For any Complaint other than an Escalated Complaint**, you should ask the consumer if he or she would like to speak with the title/escrow/settlement officer or loan officer before proceeding with the signing.
 - If the consumer would like to speak with the title/escrow/settlement officer or loan officer, you must contact the title/escrow/settlement officer or loan officer during the signing appointment to provide a warm hand-off to the consumer.
 - If the consumer does not want to speak with the title/escrow/settlement officer or loan officer, you should ask if the consumer desires to proceed with the signing and proceed accordingly.
 - Regardless of the outcome, you must document the facts and notify the title/escrow/settlement office of the complaint at the conclusion of the signing appointment.
2. **For an Escalated Complaint**, you should advise the Consumer that you are unable to address his or her concerns directly and contact the title/escrow/settlement officer by phone before proceeding with the signing.

Initial _____

If the borrower signer requests to proceed with the signing before you are able to reach the title/escrow/settlement officer, you must advise the signer that you cannot proceed without the title/escrow/settlement officer's clearance. At the conclusion of the signing appointment, you must document the facts and notify the title/escrow/settlement office of the complaint.

Annual Acknowledgment

I have read, understand and agree to the procedures set forth herein, and I acknowledge that my performance will be monitored by FNTG for compliance. I understand that failure to comply with these *Consumer Complaint Handling Procedures* may result in my removal from FNTG's approved notary network.

Date

Signature

Printed Name

City, State and Zip

Email