



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

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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



## 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: \_\_\_\_\_



## 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: \_\_\_\_\_



## 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.
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: \_\_\_\_\_

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

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

City, State, Zip code: \_\_\_\_\_