



Signing
Professionals
Workgroup

Notary Signing Agent Code of Conduct

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INTRODUCTION

Purpose of the Code

The Notary Signing Agent's pivotal role in lending integrity to mortgage finance and real property transactions necessitates sound standards for the performance of signing services.

While many occupations pose professional and ethical norms for their practitioners, the need for guidelines for Notary Signing Agents is necessary given the fact that the vocation of Notary Signing Agent is largely an unregulated profession. While state Notary Public laws and regulations apply to the notarial acts performed by NSAs, these laws offer no guidance to the non-notarial services rendered by NSAs.

The purpose of *The Notary Signing Agent Code of Conduct (Code)* is to enable Notary Signing Agents to operate according to the highest standards of practice expected of like professionals in the settlement services industry.

The *Code* Standards are of two types. Most are principles, policies and practices that have proven to be effective in helping Notary Signing Agents perform their primary function of witnessing the proper execution of loan and real estate documents. The rest address and guide the NSA's supportive duties, such as advertising services, charging and collecting fees, and demonstrating responsible conduct with contracting companies and customers.

Because the acts of Notary Signing Agents affect property, and most importantly, personal rights, it is imperative that standards of practice for NSAs be widely acknowledged as just, fair and well-developed. To that end, the Standards in this *Code* were drafted with input from representatives of occupational fields which employ NSAs, business professionals and NSAs themselves.

Organization of the Code

This *Notary Signing Agent Code of Conduct* is divided into ten sections or "Guiding Principles" to enumerate the essential roles of the Notary Signing Agent. They are general rules for responsible conduct.

Each Guiding Principle in turn sets forth particular "Standards of Practice" for the Notary Signing Agent. Each Standard clarifies the NSA's many duties.

Basis of the Code

The Guiding Principles and Standards of Practice are the distillation of interaction between the National Notary Association, thousands of Notary Signing Agents from every state and U.S. jurisdiction, lenders and the companies that employ NSAs. They address the common problems, issues and questions encountered by NSAs.

The Principles and Standards reflect the conviction that Notary Signing Agents must operate in a professional and businesslike fashion and always carefully document their official activities.

Statutory Requirements

In some jurisdictions, a particular Standard Practice may already be a requirement of statute, such as the universal legal mandate to identify document signers when performing notarial acts. For the overwhelming majority of Notary Signing Agents, no statute or administrative rule will prevent adherence to the Standards of Practice in the *Code*. If adherence to a Guiding Principle or Standard would result in violation of the law, the NSA should always comply with the law.

Contracting Company Expectations

The Standards may contradict the policies or expectations of the Notary Signing Agent's contracting company, especially with regard to notarial practices. The point of conflict often surfaces due to the unique pressures inherent in the settlement services industry to close loans and transactions as quickly as possible.

Notary Signing Agents should understand that the *Code* is a model for preferred conduct. A NSA should never violate the law if compliance with the law is against the wishes of the contracting company or any other party to the transaction.

Uses and Benefits of the Code

This *Code* may serve as a tool to guide and educate not only Notary Signing Agents, but also contracting companies employing NSAs and any users of NSA services.

Widespread implementation of the *Code* will reduce fraud and litigation.

Any Notary Signing Agent's adherence to the *Code*'s Standards brings confidence that he or she is acting in accord with the highest standards of the vocation.

Widespread adherence to the Standards by Notary Signing Agents will engender heightened respect and recognition for NSAs.

Revision of the Code

The *Notary Signing Agent Code of Conduct* is not intended to be static and unchangeable. Its organization allows the separable Standards to be added, deleted or amended with little or no disruption of other elements in the *Code*.

While the 10 Guiding Principles of the *Code* are sufficiently general to embrace considerable change in the duties and practices of Notary Signing Agents without amendment to their current form, it is likely that the *Code*'s Standards may in time need revision or supplement to accommodate technological developments.

Periodic review and revision of the *Code* is intended. The most current version of the *Code* and a list of version changes will be made available upon release.

DEFINITIONS

In this *Notary Signing Agent Code of Conduct* the following terms have the meaning ascribed:

D.1. Close Relative

“Close relative” means the Notary Signing Agent’s spouse, domestic partner, parent, grandparent, sibling, child, stepchild, stepsibling, stepparent, step-grandparent, step-grandchild or in-law.

D.2. Closing

“Closing” means the consummation of a transaction involving the purchase, sale or financing of real property.

D.3. Closing Agent

“Closing agent” means a third party, including, but not limited to, an attorney, title agent or escrow officer, that performs duties incident to the consummation of a transaction involving the purchase, sale, or financing of an interest in real property.

D.4. Closing Documents

“Closing documents” mean the agreements, authorizations, contracts, disclosures, instructions, notices and statements executed to consummate the purchase, sale or financing of an interest in real property.

D.5. Contracting Company

“Contracting company” means an individual or entity that enters into an agreement with and hires Notary Signing Agents to perform signing services.

D.6. Critical Documents

“Critical documents” mean the Note, Deed of Trust or Mortgage, and, as applicable, the Truth in Lending Disclosure, HUD-1 Settlement Statement, Closing Disclosure and Notice of Right to Cancel form contained in the closing documents, and other documents specified by the lender.

D.7. Journal

“Journal” means a book or electronic medium to create and preserve a chronological record of notarizations maintained and retained by a Notary Signing Agent in his or her capacity as a Notary Public.

D.8. Lender’s Representative

“Lender’s representative” means an individual who acts on behalf of a lender, including, but not limited to, a loan officer, mortgage broker, banker, or loan closer or processor.

D.9. Non-Public Personal Information

“Non-public personal information” means personally identifiable data provided by a customer on a form or application, information about a customer’s transactions, or any other information about a customer which is otherwise unavailable to the general public, and

includes a customer's first name or first initial and last name coupled with any of the following: Social Security number, driver's license number, state-issued ID number, credit card number, debit card number, or other financial account numbers.

D.10. Notarial Evidence Form

“Notarial Evidence Form” means a record of notarizations performed in a transaction involving the purchase, sale or financing of real estate that is completed by a Notary Signing Agent and retained by the lender or closing agent.

D.11. Notary Signing Agent or NSA

“Notary Signing Agent” or “NSA” means an individual who has fulfilled all requirements to earn and maintain the Notary Signing Agent designation prescribed by the Signing Professionals Workgroup, and provides signing services as an independent contractor.

D.12. Settlement Services

“Settlement services” has the meaning ascribed in 12 USC § 2602, and includes any of the following when performed in connection with a real property closing: title searches, title examinations, the provision of title certificates, title insurance, services rendered by an attorney, the preparation of documents, property surveys, the rendering of credit reports or appraisals, pest and fungus inspections, services rendered by a real estate agent or broker, the origination of a federally related mortgage loan (including, but not limited to, the taking of loan applications, loan processing, and the underwriting and funding of loans), and the handling of the processing, and closing or settlement.

D.13. Signer

“Signer” means an individual who is a buyer, seller or borrower in a transaction to purchase, sell or finance an interest in real property.

D.14. Signing Assignment

“Signing assignment” means an engagement to provide signing services.

D.15. Signing Presentation Guidelines

“Signing presentation guidelines” means standardized written copy or answers used by a Notary Signing Agent in providing signing services.

D.16. Signing Services

“Signing services” means performance by a Notary Signing Agent of any of the following: coordination of the appointment at which closing documents are signed; receipt, duplication, transportation to the parties for signatures, transmission by fax, and delivery to a shipping carrier, of closing documents; care, custody, and control of closing documents while in the possession of a NSA; presentation of closing documents to the parties for signatures; notarization of closing documents; and supervision of the signing of documents by the parties.

THE GUIDING PRINCIPLES

1. Qualifications

The Notary Signing Agent will satisfactorily meet and maintain all qualifications necessary to perform signing services.

2. Notarization

The Notary Signing Agent will follow all laws, rules and best practices that apply to the notarizing of closing documents.

3. Impartiality

The Notary Signing Agent will remain impartial to the transaction at all times.

4. Unauthorized Advice or Services

The Notary Signing Agent will not provide legal, personal, financial or other advice or services to the signer in connection with a signing assignment nor explain the terms of any closing document presented to the signer.

5. Illegal and Suspicious Activity

The Notary Signing Agent will not perform an illegal, deceptive or harmful act in connection with a signing assignment and will report any suspicious activity to the NSA's contracting company.

6. Privacy and Confidentiality

The Notary Signing Agent will respect the privacy of each signer and protect closing documents from unauthorized disclosure.

7. Fees

The Notary Signing Agent will follow all contractual obligations in charging and collecting fees for services rendered.

8. Advertising

The Notary Signing Agent will not advertise signing services in a manner that is unprofessional, false, misleading or deceptive.

9. Professionalism

The Notary Signing Agent will always act in a responsible manner towards contracting companies and parties to the transaction.

10. Standards

The Notary Signing Agent will endeavor to maintain and raise standards of practice amongst practitioners in the signing services industry.

GUIDING PRINCIPLE 1: QUALIFICATIONS

The Notary Signing Agent will satisfactorily meet and maintain all qualifications necessary to perform signing services.

Standards of Practice

1.1. Background Screening

The Notary Signing Agent will submit to a background screening of the NSA's identity, residence, record of state or federal criminal arrests and convictions, and state motor vehicle record, and to a check of the NSA's name against pertinent lists as required by rules implementing the USA PATRIOT Act.

1.2. Professional Licenses

The Notary Signing Agent will obtain and maintain all licenses and commissions required to perform signing services in the NSA's state or jurisdiction.

1.3. Notary Laws and Rules

The Notary Signing Agent will keep current on all laws and official regulations that affect the performance of notarial acts in the NSA's state or jurisdiction.

1.4. Federal Laws

The Notary Signing Agent will demonstrate an understanding of the provisions of any relevant federal laws and official regulations that pertain to the performance of signing services, including, but not limited to, the Gramm-Leach-Bliley Act (GLBA), Truth in Lending Act (TILA), Real Estate Settlement Procedures Act (RESPA), Fair and Accurate Credit and Transactions Act (FACTA) and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act.

1.5. Certification

The Notary Signing Agent will earn and maintain any relevant certifications needed to service contracting companies and parties to the transaction.

1.6. Closing Documents

The Notary Signing Agent will become familiar with the closing documents for each assignment but will not use this knowledge to provide unauthorized counsel or advice to signing parties.

1.7. Ongoing Learning

The Notary Signing Agent will keep informed on any technical matters, legal requirements and other developments that affect the NSA's competence or responsibilities in rendering signing services.

1.8. Supervising Attorney

The Notary Signing Agent will willingly submit to the supervision of an attorney if required by law or rule in the NSA's state or jurisdiction.

GUIDING PRINCIPLE 2: NOTARIZATION

The Notary Signing Agent will follow all laws, rules and best practices that apply to the notarizing of closing documents.

Standards of Practice

2.1. Standard of Care

The Notary Signing Agent will exercise reasonable care in the performance of notarial duties generally and will exercise a high degree of care in verifying the identity of any person whose identity is the subject of a notarial act.

2.2. Improper Identification

The Notary Signing Agent will not accept an unauthorized identification document or other means of identification as satisfactory evidence of identity in order to expedite the closing of the transaction or for any other reason, and will ensure that any identification document presented has not expired, unless expressly authorized by law.

2.3. Discrepancies in Names

The Notary Signing Agent will not notarize the signature of a signing party whose name on the document cannot be verified with reasonable certainty by examining a written identification document or by the oaths of credible witnesses.

2.4. Notary Seal

The Notary Signing Agent will authenticate each notarial act performed on closing documents with the NSA's Notary seal, even if not required by law.

2.5. Seal Misuse

The Notary Signing Agent will not use the NSA's Notary seal for any purpose other than performing authorized notarial acts.

2.6. Journal of Notarial Acts

The Notary Signing Agent will record each notarial act performed on closing documents in a journal of notarial acts even if not required by law.

2.7. Notarial Evidence Form

The Notary Signing Agent will complete and promptly return a Notarial Evidence Form for each assignment when requested or required by a lender, title company, closing agent or contracting company.

2.8. Control of Seal and Journal

The Notary Signing Agent will keep the NSA's Notary seal and journal in a locked and secure area when not in use and not allow any other person to possess or use them.

2.9. Legibility

The Notary Signing Agent will ensure that the NSA's handwriting and Notary seal on all closing documents are legible and photographically reproducible.

2.10. Completion of Notarial Acts

The Notary Signing Agent will complete the notarial acts on all closing documents and the journal entries for the notarizations in the presence of the signer at the appointment when the documents are signed.

2.11. Notary Public Code of Professional Responsibility

The Notary Signing Agent will comply with all standards set forth in *The Notary Public Code of Professional Responsibility* as adopted and amended by the National Notary Association.

2.12. Undue Cause for Refusal

The Notary Signing Agent will not refuse to perform a notarial act solely because a signer refuses to comply with a practice that is not a legal requirement for notarization in the NSA's state or jurisdiction.

GUIDING PRINCIPLE 3: IMPARTIALITY

The Notary Signing Agent will remain impartial to the transaction at all times.

Standards of Practice

3.1. Personal Interest

The Notary Signing Agent will not provide signing services for a transaction in which the NSA or the NSA's close relative is directly or indirectly involved as a party.

3.2. Professional Interest

The Notary Signing Agent will not provide signing services for a transaction in which the NSA or NSA's close relative is the loan officer, real estate agent, mortgage broker, or a settlement services provider.

3.3. Notary Signing Agent and Attorney in Fact

The Notary Signing Agent will not sign documents in the capacity of Notary Signing Agent and as attorney in fact for a principal in the same transaction.

3.4. Notary Signing Agent and Witness

The Notary Signing Agent will not perform signing services in the capacity of Notary Signing Agent and witness to a deed, Deed of Trust or Mortgage in the same transaction unless expressly allowed by law.

3.5. Appearance of Partiality

The Notary Signing Agent will refrain from performing signing services in any transaction that would raise the appearance of or the potential for a conflict of interest.

3.6. Personal Opinion

The Notary Signing Agent will not offer a personal opinion to a signer about executing or not executing closing documents or consummating or not consummating a transaction.

3.7. Exercise of Rescission Option

The Notary Signing Agent will not recommend that a borrower proceed with the signing of any closing document on the grounds that the rescission option provides three business days to thoroughly read loan documents, ask questions of the lender and decide whether to consummate the transaction, but will recommend that the borrower contact the lender's representative immediately before signing the documents.

GUIDING PRINCIPLE 4: UNAUTHORIZED ADVICE OR SERVICES

The Notary Signing Agent will not provide legal, personal, financial or other advice or services to the signer in connection with a signing assignment nor explain the terms of any closing document presented to the signer.

Standards of Practice

4.1. Legal Advice

The Notary Signing Agent will not offer legal advice to a signer during an assignment to provide signing services unless the NSA is an attorney representing a party in the transaction.

4.2. Role and Limitations

The Notary Signing Agent will clearly explain to the signing parties that the NSA is solely responsible for providing signing services connected with the transaction and cannot answer specific questions about the transaction or the legal effect of the closing documents.

4.3. Response to Questions

The Notary Signing Agent may respond to a signer's specific question by directing the individual to read the provisions in the critical or other closing documents identified by the NSA that may answer the question or by referring the individual to the lender's representative or closing agent associated with the transaction.

4.4. Presentation of Documents

The Notary Signing Agent will present each closing document to a signer in conformance with a signing presentation guidelines authorized by the contracting company, and by naming and stating the general purpose of the document, specifying the number of pages and indicating where signatures, dates or initials are to be placed.

4.5. Loan Terms

The Notary Signing Agent may identify and provide a general description of a loan or payment amount, interest rate, annual percentage rate, finance charge, payment schedule, assumption option, prepayment penalty or any other loan term to a borrower in the closing documents, but may not explain, interpret or provide legal advice about the loan terms.

4.6. Settlement Fees

The Notary Signing Agent may identify and provide a general description of a fee or charge appearing on a signer's HUD-1, Closing Disclosure or other closing statement, as applicable, but may not explain, interpret or provide legal advice about the fee or charge.

4.7. Disbursement or Funding Date

The Notary Signing Agent will neither attempt to forecast nor disclose an actual disbursement or funding date to a signer unless expressly requested in writing by a lender's

representative or closing agent or the date is clearly identified in a closing document the NSA can present to the individual.

4.8. Loan Programs and Professionals

The Notary Signing Agent will not advise a borrower on loan products, programs, competitive rates or mortgage loan professionals at a signing appointment or in any verbal or written communication in connection with an assignment.

4.9. Contact Sources

A Notary Signing Agent will not commence a signing appointment without having obtained the contact information of the lender's representative and closing agent associated with the transaction.

4.10. Disclosure of Contact Sources

The Notary Signing Agent will provide the borrower with the contact information of the lender's representative and closing agent who may answer questions about the loan and explain the terms of the loan or any closing document presented to the borrower.

GUIDING PRINCIPLE 5: ILLEGAL AND SUSPICIOUS ACTIVITY

The Notary Signing Agent will not perform an illegal, deceptive or harmful act in connection with a signing assignment and will report any suspicious activity to the NSA's contracting company.

Standards of Practice

5.1. Absent Signer

The Notary Signing Agent will not comply with a request to notarize the signature of a signer who does not personally appear before the NSA.

5.2. Pre- or Post-dated Certificate

The Notary Signing Agent will not pre- or post-date a notarial certificate in order to meet a funding deadline, avoid an expiring rate lock or for any other reason.

5.3. False Document or Certificate

The Notary Signing Agent will not comply with a request of a lender's representative, contracting company, closing agent, signer or any other person to falsify information in a closing document or certificate of a notarial act.

5.4. Extra Certificate

The Notary Signing Agent will not comply with a request of a lender's representative, contracting company or closing agent to mail a signed and sealed notarial certificate that is not securely attached to an actual closing document notarized by the NSA.

5.5. Approval of Power of Attorney Signing

The Notary Signing Agent will not commence an appointment involving an attorney in fact signing for an absent principal unless specifically approved by the lender's representative or closing agent for the transaction.

5.6. Signer Awareness, Willingness and Disability

The Notary Signing Agent will immediately contact the NSA's contracting company if the NSA has a reasonable belief that a signer is not aware of the loan or the significance of the transaction at the time closing documents are signed, possesses a physical disability requiring accommodation that the NSA has not been trained or authorized to perform, or the person is being overtly influenced or pressured into signing or not signing the documents.

5.7. Inconsistent Signatures or Handwriting

The Notary Signing Agent will immediately contact the NSA's contracting company if the NSA has a reasonable belief that a person's signature or handwriting appears to be overtly inconsistent with any identification card, journal entry or document presented or signed in connection with the transaction.

5.8. Incomplete Documents

The Notary Signing Agent will immediately contact the NSA's contracting company if any closing document required to be notarized is incomplete or contains blank spaces.

5.9. Presentation of Entire Document

The Notary Signing Agent will present all pages of a closing document, and not just the signature page, to a signer for signature.

5.10. Potential or Actual Misrepresentation

The Notary Signing Agent will immediately report any potential or actual misrepresentation or falsehood known or witnessed by the NSA in connection with a transaction to the NSA's contracting company.

5.11. Unlawful Transaction

The Notary Signing Agent will immediately contact the NSA's contracting company if the NSA has knowledge or a reasonable belief that a transaction is unlawful.

5.12. Evidence of Tampering

The Notary Signing Agent will immediately contact the NSA's contracting company if the NSA has knowledge or a reasonable belief that a closing document or notarial certificate has been tampered with or altered.

5.13. Disclosure of Wrongdoing

The Notary Signing Agent will not conceal knowledge of a criminal act committed in connection with a signing assignment but will immediately notify a lawful authority as soon as the NSA becomes aware that a criminal act has been committed.

5.14. Cooperation with Authorities

The Notary Signing Agent will fully cooperate with law enforcement investigating an allegation of criminal activity of which the NSA has knowledge or that implicates the NSA.

GUIDING PRINCIPLE 6: PRIVACY AND CONFIDENTIALITY

The Notary Signing Agent will respect the privacy of each signer and protect closing documents from unauthorized disclosure.

Standards of Practice

6.1. Nondisclosure of Signer Information

The Notary Signing Agent will not disclose the transaction or personal information of a signer to any person not directly a party to the transaction.

6.2. Journal Entries

The Notary Signing Agent will take reasonable steps to prevent other parties from viewing completed entries in the NSA's Notary journal.

6.3. Scrutiny of Documents

The Notary Signing Agent will not inspect or examine the closing documents beyond what is needed to determine the requirements and conditions for the assignment and to complete any journal entries for notarizations on the documents.

6.4. Reception and Delivery of Documents

The Notary Signing Agent will reasonably attempt to receive and deliver all closing document packages in person or via secure means.

6.5. Printing of Documents

The Notary Signing Agent will personally download and print all closing documents and not assign this responsibility to any other person.

6.6. Compromised Documents

The Notary Signing Agent will ensure that any package of closing documents is properly sealed upon reception and delivery and will immediately report to the contracting company any circumstance leading the NSA to reasonably believe that the contents of the package have been compromised.

6.7. Security of Documents

The Notary Signing Agent will keep all closing documents committed to the NSA under personal control or lock and key before and during the appointment, and until delivering them via secure means to a reliable delivery service, including but not limited to a secured drop box location or hand delivery at a facility or office, or the closing agent for the transaction.

6.8. Request for Electronic Documents

The Notary Signing Agent will not comply with a request from a signer to provide electronic closing documents, but will notify the NSA's contracting company of the individual's request for documents.

6.9. Return of Documents

The Notary Signing Agent will return all executed or unexecuted closing documents in compliance with instructions from the contracting company or closing agent for the transaction in the event that an assignment is postponed or canceled.

6.10. Access Instructions

The Notary Signing Agent will not share with any person the logon credentials or access instructions to a website for the purpose of viewing, downloading or printing closing documents.

6.11. Unprotected Network

The Notary Signing Agent will not use a public or unsecured computer network to retrieve electronic communications in connection with a signing assignment, to access, download or print closing documents, or to fax signed documents to a lender's representative, contracting company or closing agent.

6.12. Transmission or Reception of Non-public Personal Information

The Notary Signing Agent will use encryption, strong passwords and other secure delivery methods to send or receive closing documents or communications containing a signer's non-public personal information, whether by fax, email or other means.

6.13. Deletion of Electronic Documents

The Notary Signing Agent will permanently erase any files containing electronic closing documents from the NSA's personal or a shared computer immediately upon conclusion of an assignment.

GUIDING PRINCIPLE 7: FEES

The Notary Signing Agent will follow all contractual obligations in charging and collecting fees for services rendered.

Standards of Practice

7.1. Confirmation of Fee in Writing

The Notary Signing Agent will confirm the fee to be paid by the contracting company for an assignment to provide signing services in writing prior to the appointment with the signer.

7.2. Performance for Fee

The Notary Signing Agent will not refuse to perform services for an assignment that the NSA has previously accepted in dispute over a negotiated fee unless the requirements for the assignment materially change after the NSA has accepted the assignment.

7.3. Referral Fee

The Notary Signing Agent will only charge and receive the fee for rendering signing services in connection with a transaction and will not accept, charge or pay an illegal referral fee, rebate, fee-split, unearned fee or kickback.

7.4. Collusion

The Notary Signing Agent will not collude with other NSAs to set fees for signing services.

7.5. Submission of Invoice

The Notary Signing Agent will submit an invoice for payment to the contracting company for each completed assignment in a form that complies with the terms of the written agreement between the NSA and contracting company.

7.6. Invoice for Contracted Fee

The Notary Signing Agent will invoice the contracting company for the exact fee negotiated between the NSA and company and will not over- or understate this fee.

7.7. Collection of Fee from Contracting Company

The Notary Signing Agent will not attempt to collect on a nonpaying account without first establishing that the contracting company has failed to fulfill its contractual obligations.

7.8. Collection of Fee from Signer

The Notary Signing Agent will not attempt to collect the signing fee from the signer in the event that the contracting company fails to remit timely payment.

7.9. Separate Financial Records

The Notary Signing Agent will keep a separate and detailed record of all fees received for each assignment.

GUIDING PRINCIPLE 8: ADVERTISING

The Notary Signing Agent will not advertise signing services in a manner that is unprofessional, false, misleading or deceptive.

Standards of Practice

8.1. Truthful Personal Assessment

The Notary Signing Agent will not misrepresent the NSA's background, education, training or expertise in an application or interview to provide signing services, on a website or in any promotional materials distributed by the NSA.

8.2. False or Misleading Claims

The Notary Signing Agent will not make exaggerated or excessive claims, promises or guarantees about the NSA's services.

8.3. Use of Professional Designation

The Notary Signing Agent will not advertise or promote the NSA's services by using professional designations or certifications the NSA has not received or earned.

8.4. Observation of Rules for Use

The Notary Signing Agent will comply with all requirements governing the use of membership and professional designations, logos and marks as may be required by the issuing, certifying or accrediting entity.

8.5. Use of Improper Designation

The Notary Signing Agent will not use any false, misleading, nonexistent or meaningless designation to lend credence to the NSA's background, education, expertise or services.

8.6. Solicitation of Outside Business

The Notary Signing Agent will not directly or indirectly solicit a signer for products or services other than as a Notary Signing NSA or Notary Public at an appointment to provide signing services or in any written, verbal or electronic communication in connection with the assignment.

GUIDING PRINCIPLE 9: PROFESSIONALISM

The Notary Signing Agent will always act in a responsible manner towards contracting companies and parties to the transaction.

Standards of Practice

9.1. Refusal of Assignment

The Notary Signing Agent will refuse to accept an assignment if the NSA reasonably foresees that he or she will be unable to meet the contracting company's expectations for the assignment, including, but not limited to, arriving at the appointment at the set time, and printing and providing copies of closing documents.

9.2. Overbooked Appointments

The Notary Signing Agent will schedule appointments with sufficient time to complete the assignment and not so closely schedule same-day appointments that the NSA cannot reasonably meet the expectations for any prior or subsequent assignment.

9.3. Delegation of Duties

The Notary Signing Agent will not authorize another Notary Signing Agent to perform signing services on the NSA's behalf without the express approval of the contracting company providing the assignment.

9.4. Cancellation and Rescheduling of Appointments

The Notary Signing Agent will not cancel or attempt to reschedule an appointment with a signer once the appointment has been set, but will immediately notify the contracting company providing the assignment if an emergency prohibits the NSA from attending the appointment.

9.5. Signing Presentation Guidelines

The Notary Signing Agent will follow any signing presentation guidelines in performing signing services as may be required by the contracting company.

9.6. Assignment Requirements

The Notary Signing Agent will thoroughly review the requirements and expectations for a given assignment, noting in particular what stipulated documents and payments the NSA must receive from the signer, and what documents and copies the NSA must leave with that individual.

9.7. Contracting Company Instructions

The Notary Signing Agent will review each lender's and contracting company's instructions and signing presentation guidelines for the assignment prior to the signing appointment and follow such instructions and guidelines provided they do not violate a statute, regulation or official directive related to the performance of notarial acts.

9.8. Review of Documents

The Notary Signing Agent will review the closing documents prior to commencing the signing appointment to confirm the documents identify the correct signing party or parties and to determine which documents must be signed, dated, initialed and notarized.

9.9. Notification of Missing Documents

The Notary Signing Agent will immediately contact the closing agent for the transaction prior to the appointment if the NSA discovers that the Note, Mortgage or Deed of Trust, and, as applicable, the Truth in Lending Disclosure, Closing Disclosure, or other closing statement is either incomplete or missing from the closing package.

9.10. Appointment Confirmation

The Notary Signing Agent will confirm the appointment to sign closing documents with the signer, ensuring that all parties and witnesses signing documents, identification cards, stipulated documents and checks will be available upon the NSA's arrival, unless expressly prohibited by the contracting company.

9.11. Professional Communications

The Notary Signing Agent will ensure that the NSA's verbal and written communications, including, but not limited to, phone conversations, voicemail greetings, emails, faxes, Internet forum responses and social network postings, convey a professional tone and demeanor at all times.

9.12. Appropriate Attire

The Notary Signing Agent will dress for an assignment in a manner that conforms to the business requirements of the contracting company providing the assignment.

9.13. Notification of Late Arrival

The Notary Signing Agent will notify the signer and contracting company providing the assignment at least 30 minutes prior to the scheduled appointment time in the event that the NSA will arrive late to the appointment due to traffic, inclement weather or any other contingency.

9.14. Identifying Credentials

The Notary Signing Agent will present a government-issued identification document containing a photograph to identify the NSA upon meeting a signer at the appointment to sign closing documents.

9.15. Changes to Documents

The Notary Signing Agent will immediately inform the NSA's contracting company about any change to a closing document that is requested by a signer, and will not alter or add a document unless expressly authorized in writing by the lender's representative or contracting company; provided however, that a NSA may modify a notarial certificate on a document requiring notarization to comply with law in the NSA's state or jurisdiction.

9.16. Status Reporting

The Notary Signing Agent will immediately inform the NSA's contracting company about any development affecting the timely execution and return of the documents.

9.17. Quality Assurance Review

The Notary Signing Agent will ensure that closing documents are properly completed, signed and notarized, and that all stipulations are present, before adjourning the signing appointment and delivering the package of closing documents for shipment to the closing agent or lender for the transaction.

9.18. Observance of Deadlines

The Notary Signing Agent will perform each assignment in a timely manner, and timely return all expected documents, duly executed, to the contracting company or closing agent for the transaction according to the requirements of the lender.

GUIDING PRINCIPLE 10: STANDARDS

The Notary Signing Agent will endeavor to maintain and raise standards of practice amongst practitioners in the signing services industry.

Standards of Practice

10.1. Association with Practitioners

The Notary Signing Agent is encouraged to join and participate in national and regional associations of Notaries Public, Notary Signing Agents and real property services professionals.

10.2. Encouragement of Practitioners

The Notary Signing Agent will encourage signing services practitioners to aspire to the highest standards of professional practice and enhance their professional competencies.

10.3. Dispensing Knowledge

The Notary Signing Agent will provide expertise to less experienced Agents and assist them in their professional advancement.

10.4. Higher Standards

The Notary Signing Agent will support the development and improvement of laws, regulations and standards of practice as will foster competence and ethical conduct among NSAs and will benefit contracting companies and parties to the transaction.

NOTARY SIGNING AGENT'S ACKNOWLEDGMENT

I have read *The Notary Signing Agent Code of Conduct* and agree to perform signing services in conformance with the Standards of Practice of this *Code*.

Date

Notary Signing Agent's Signature

Notary Signing Agent's Printed Name

The Notary Signing Agent Code of Conduct
is published by the Signing Professionals Workgroup
