



The purpose of this Agreement is to establish a working relationship, in writing, between **BC Law Firm P.A. 1803 S. Kanner Highway, Stuart, FL 34994** ("Firm"), and

the **Agent** ("Agent") engaged by Firm to witness and notarize attorney supervised, real estate closings.

This service Agreement will discuss the topic of privacy, business information (client lists), service level requirements, and payment information.

HEADINGS

The headings contained in this Agreement are for convenience only and shall have no effect on its interpretation.

PRIVACY

In accordance with the requirements of the Gramm-Leach-Bliley Act and other applicable statutes and regulations regarding privacy rights, Confidential Consumer Information may not be disclosed or used for any other purpose other than to carry out the purposes for which Firm disclosed, or authorized or caused the disclosure of, the information, including use or disclosure as required by law. Agent will safeguard all information to prevent the inadvertent disclosure of such Confidential Information. "Confidential Information" shall mean any and all Nonpublic Personal Information provided by Firm and its Client regardless of the form in which such information is disclosed. Agent agrees that they have antivirus software on computer, latest OS and patches, only use computer to access website and sensitive information in a trusted network – no coffee shops – etc. Agent shall adopt appropriate technical and organizational measures to protect Personal Identifiable Information (PII) against accidental, unauthorized or unlawful processing, destruction, loss, alteration, disclosure and access, in particular where processing involves the transmission of PII over a network, and against all unlawful processing.

BUSINESS INFORMATION (CLIENT LIST)

Agent acknowledges and agrees that all business information, including client lists, (companies that Firm has agreed to perform closings for and the persons whose signatures are obtained under the Agreement) and all other business information specific to Firm is confidential and a valuable asset of Firm and its client, as the case may be. Except for information that is a matter of public record, Agents shall not disclose any confidential information for the benefit of the Agent or any other person without the prior written consent of Firm.

AGENT

It is understood that this Agreement does not constitute an employment agreement and that the status of the Agent and any officers, employees and agents of the Agent is that of an Agent and not that of an employee of the Firm or any of its clients. The Agent will not, directly or indirectly, act as an Agent, servant or employee of the Firm, or make any commitments or incur any liabilities on behalf of the Firm, or any of its clients, without the prior written consent of the Firm.

BUSINESS OF AGENT

The Agent represents and warrants to Firm that the Agent is engaged in an independent calling and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services specified in this Agreement. Upon request by Firm, the Agent shall provide copies of all documents

reasonably requested by the Firm to verify the Agent's established business and the representations set forth herein. Notwithstanding any due diligence performed by the Firm with respect to the subject matter of these representations, the Agent shall indemnify and hold the Firm and its clients, together with their directors and officers, Agents and employees, harmless from any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including agent fees, arising from breach of the representations set forth in this Section.

INDEMNIFICATION

Agent does hereby agree to defend, indemnify and hold harmless Firm and its trustees, officers, employees, clients and servants from any and all claims and liabilities of any type or nature whatsoever arising out of any act, omission or negligence by agents, its officers, employees, Agents, agents or servants which may now, or hereafter arise out of, or result from or in any way be related to the provision of services pursuant to this Agreement.

DISPUTE RESOLUTION

Any action, dispute, claim or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to, this Agreement (each, a "Dispute") will be attempted to be resolved through internal processes expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the disputed issue. In the event a Dispute is not otherwise resolved by internal processes, the prevailing party to any lawsuit filed regarding the Dispute is entitled to recover its reasonable agent fees (including, if applicable, reasonable charges for in-house counsel), court costs and other legal expenses from the non-prevailing party. The laws of the State of Florida, County of Martin, shall govern this Agreement, excluding any applicable conflict of law provisions and each party hereto submits to sole and exclusive jurisdiction and venue in the state and federal courts of Florida.

ASSIGNMENT

Firm may assign any, or all of, its rights and duties under this Agreement at any time and from time to time without the consent of the Agent. The Agent may not assign any of its rights or duties under this Assignment without the prior approval and written consent of Firm.

AGENT BACKGROUND REPORT

The Agent agrees to provide a background report from a third party Consumer Reporting Agency approved by Firm or allow Firm to use BackgroundsOnline.com or another third party Consumer Reporting Agency to conduct a background investigation and provide Firm with a background report on the Agent prior to the Agent performing services for Firm and its Clients. The Agent shall update their background report within 15 days of the annual anniversary of the previous background check, either by providing a background report from an approved third party Consumer Reporting Agency conducted within 15 days of the annual anniversary of the previous background check or by allowing Firm to use BackgroundsOnline.com or another third party Consumer Reporting Agency to conduct a background investigation and provide Firm with the background report.

COMPLIANCE WITH LAWS

1. Each party shall, in the performance of all of its rights and obligations under this Agreement, comply with all applicable laws, rules, regulations and by-laws and with all orders, decrees, policies and directives issued by applicable governmental authorities. Nothing in this agreement shall be construed as requiring either party to perform its obligations hereunder, where such performance shall constitute an infringement, contravention, breach or interference with any third party.
2. To the extent that the regulations referred to in clause 1 of the Compliance with Laws section of this contract are advisory rather than mandatory, the standard of compliance to be achieved by each party will be the best practice of the relevant industry.

PAYMENT INFORMATION

It is the Agents responsibility to confirm the fees listed on all order confirmations are in the correct amount for final payment. No verbal agreements will be honored. Firm will not pay a print fee if the order cancels prior to the scheduled closing. Additionally, if Agent commits any errors or omissions which cause the need for corrections and/or additional shipping of documents, the Agent will be responsible for supplying the requested corrections at no additional charge and paying the delivery fee (FedEx/UPS) to return documents where necessary.

Firm will pay all fees and costs monthly. In all cases payment will be generated at the end of the month for the previous month's work. Agent must provide a social security or EIN number and valid copy of both your notary (where applicable) and attorney license prior to your payment being processed. If Agent receives earnings over \$600 in a calendar year Agent will receive a 1099 for that year in accordance with IRS rules. Firm's payments will normally be paid directly by Firm but, in some cases, may be forwarded directly from third parties.

Firm posts payable closings on agent profile in BC Law website (www.bc-lawfirm.com) on a daily basis. Agent is responsible for reviewing all closing fees. Payments will be made on the 28th of every month for the previous month's business. Agent has from the 1st to the 21st of each month to dispute any closing fee. If agent fails to advise Firm in writing within the 1st to the 21st of any month for the previous month's business, Agent will be deemed to have waived any and all objections to the same and agreed that the invoice is accurate and proper.

PLEASE NOTE:

Firm will not accept future payment discrepancies once the above process is complete.

Agent receives a \$60.00 fee ("**No-Sign Fee**") in cases where Agent arrives at a closing location and the borrower refuses to execute the required closing documents, regardless of the reason.

TRIGGER LANGUAGE

Agent has a responsibility to report complaints to Firm management immediately following the appointment. A complaint is any written or oral statement by signer expressing dissatisfaction about products, policies or service. Please watch for trigger language, consumer criticism and consumer media buzz language

SERVICE LEVEL REQUIREMENTS

- CHECK IN/OUT BY **SMS** OR PHONE FROM THE APPOINTMENT – **MOST IMPORTANT RULE!**
- SIGNER CONFIRMATION – PLEASE REACH OUT TO THE SIGNER TO CONFIRM APPOINTMENT
- APPEARANCE – CASUAL BUSINESS ATTIRE (NO JEANS, T-SHIRTS, SHORTS, ETC...)
- DOCUMENTS - SINGLE SIDED ONLY, PLAIN WHITE PAPER, NO HIGHLIGHTER.
- APPOINTMENT TIMES/DATES – **NEVER** CHANGE AN APPOINTMENT TIME/DATE
- SIGNER NO-SHOWS/NO-SIGNS – **ALWAYS** CALL COMPANY FROM TABLE.
- QC DOCUMENTS BEFORE LEAVING THE APPOINTMENT – **ALWAYS!**
- NOTARY SEAL & JOURNAL - EACH AGENT SHALL SAFEGUARD HIS OR HER SEAL AND NOTARY JOURNAL AT ALL TIMES BASED ON STATE LAW.
- FRIEND/CHILD/PET AT SIGNING – **NEVER**

NOTARY SEAL AND JOURNAL; INSPECTION

Each Agent shall safeguard his or her seal and notary journal at all times from third persons in order to prevent unauthorized use of such seal and/or journal. Each Agent shall make his or her seal and/or notary journal available for inspection and photocopying by Firm at such times Firm may reasonably request.

SURVIVAL

All provisions of this Agreement and related obligations concerning indemnification, security, privacy, confidentiality, and representations and warranties shall survive the termination of this Agreement.

SEVERABILITY

If any provision of this Agreement is held invalid for any reason, then such provision will be severed from the remaining provisions of this Agreement and will not affect the validity or enforceability of the other provisions of this Agreement, unless the invalidity of any such provision deprives any of the economic benefit intended to be conferred by this Agreement.

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all such counterparts together will constitute one and the same instrument.

ELECTRONIC SIGNATURES.

Each of the parties hereto (a) has agreed to permit the use, from time to time and where appropriate, of faxes or electronically delivered signatures, (b) intends to be bound by its respective faxed or electronic signature, (c) acknowledges such reliance and waives any defenses to the enforcement of the documents effecting the transactions contemplated hereby contemplated by this Agreement based on the fact that a signature was sent by fax or electronic means. This Agreement will be fully executed and delivered when each party hereto has received counterparts hereof signed by all of the parties hereto.

By signing below, you are acknowledging that you have read the Agreement in full and that you agree to provide services to Firm as an Agent. Agent agrees that termination of service to Firm shall not release Agent from obligations under the above paragraphs.

Agent Signature
Name:

Signature

Date

Law Firm:
BC Law Firm, P.A.
1803 S. Kanner Highway
Stuart FL 34994
(877) 838-0777

By: Barry Carothers
President & Managing Attorney

Date