



RES/TITLE

Residential Title & Escrow Services
a Professional Corporation

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Warwick, RI 02886
TEL (401) 461-9084
FAX (401) 461-9087
www.restitle.com

Dear Closing Agent –

RES/TITLE requires that all of their Closing Agents now adhere to the CFPB standards of a Certified Signing Specialist. To that end, we will now require that all Agents submit the following documentation prior to engaging as a Closing Agent with RES/TITLE:

1. Signed Independent Contractor Agreement including certification of secure transmittal of non-public information(attached hereto);
2. Signed Signing Specialist Code of Conduct (attached hereto);
3. Signed authorization Full background check/screening, including federal, state and local databases (attached hereto);
4. Completed W-9 Form (attached hereto);
5. Proof of Notary;
6. Certificate of Insurance compliant with the requirements for your state – including E&O and Surety Bond, if applicable.

While we understand that you may have closed for RES/TITLE in the past without providing such information, we are mindful of the fact that our lender/mortgage clients will now begin requiring that our office provides these requested materials in order to continue closing loans in the future. In order to remain in compliance, we are asking that all of the requested items are returned to us by May 1, 2014.

Please let us know if you have any questions or concerns.

We thank you in advance for your cooperation and we look forward to continue working with you in the future!

Very truly yours,

RES/TITLE, INC.



INDEPENDENT CONTRACTOR AGREEMENT

Agreement made this _____ day of _____, 2014 between *Res/Title, Inc. (a/k/a Residential Title & Escrow Services, PC)* hereafter referred to as the "Company", and **NAME** of **ADDRESS**, hereinafter referred to as an INDEPENDENT CONTRACTOR. For terms of compliance with the new CFPB requirements, this INDEPENDENT CONTRACTOR can also be referred to as a Certified Signing Specialist.

RECITALS

Res/Title, Inc. (a/k/a Residential Title & Escrow Services, PC) desires to have the following real estate closing services performed by the INDEPENDENT CONTRACTOR, namely commercial and residential real estate closings, including but not limited to: purchase transactions, refinance transactions, seller/buyer representation, bank representation, notary services, title only services and everything pertinent thereto (hereinafter referred to as CLOSING SERVICES).

INDEPENDENT CONTRACTOR agrees to perform these CLOSING SERVICES under the terms and conditions set forth in this contract.

In consideration of the mutual promises set forth in this contract, it is mutually agreed as follows:

DESCRIPTION OF WORK

The work to be performed by the INDEPENDENT CONTRACTOR includes all services generally performed by contractor in contractor's usual line of business, including, but not limited to, the following: commercial and residential real estate closings, purchase transactions, refinance transactions, seller/buyer representation, bank representation, notary services, title only services and everything pertinent thereto (hereinafter referred to as CLOSING SERVICES).

INDEPENDENT CONTRACTOR agrees that the CLOSING SERVICES will be conducted in accordance with the standards of the Certified Signing Specialist Code of Conduct (copy attached hereto for signature).

INDEPENDENT CONTRACTOR agrees that all transmissions containing personal, non-public information of any individuals will only be transmitted through the company's secure portal in accordance with the regulations set forth by the Gramm-Leach-Bliley Act.

PAYMENT

Res/Title, Inc. (a/k/a Residential Title & Escrow Services, PC) will pay contractor the normal and reasonable cost to perform such CLOSING SERVICES in his/her service area and as agreed upon between the Company and independent contractor prior to the services being performed.

RELATIONSHIP OF PARTIES

The parties intend that an independent contractor-employer relationship will be created by this contract and by the work performed. *Res/Title, Inc. (a/k/a Residential Title & Escrow Services, PC)* is interested only in the results to be achieved in the CLOSING SERVICES, and the conduct and control of the work will lie solely with contractor. Contractor is not to be considered an agent or employee of *Res/Title, Inc. (a/k/a Residential Title & Escrow Services, PC)* for any purpose, and the employees of the INDEPENDENT CONTRACTOR are not entitled to any of the benefits that *Res/Title, Inc. (a/k/a Residential Title & Escrow Services, PC)* provides for its employees.

It is understood that *Res/Title, Inc. (a/k/a Residential Title & Escrow Services, PC)* does not agree to use contractor exclusively. It is further understood that contractor is free to contract for similar services to be performed for other companies, law firms or individuals. INDEPENDENT CONTRACTOR is responsible for payment of all Federal, State and Local Income Taxes.

LIABILITY

The CLOSING SERVICES to be performed under this contract will be performed entirely at INDEPENDENT CONTRACTOR'S risk. INDEPENDENT CONTRACTOR assumes all responsibility for the condition of tools and equipment used in the performance of this contract.

INDEPENDENT CONTRACTOR will carry, for the duration of this contract, professional errors and omissions insurance coverage of at least \$25,000 or in an amount that is in accordance with the requirements of the state in which INDEPENDENT CONTRACTOR is licensed. In addition, INDEPENDENT CONTRACTOR agrees to maintain surety bond coverage as required by his/her state as attached to this agreement. INDEPENDENT CONTRACTOR agrees to provide to *Res/Title, Inc. (a/k/a Residential Title & Escrow Services, PC)*, proof of said insurance and surety bond prior to any CLOSING SERVICES being performed.

INDEPENDENT CONTRACTOR agrees to undergo annual background screenings, which includes federal, state and local database searches to be performed by *Res/Title, Inc. (a/k/a Residential Title & Escrow Services, PC)* . *Res/Title, Inc. (a/k/a Residential Title & Escrow Services, PC)* will also require proof of notary registration, insurance coverage and a completed W9 prior to any CLOSING SERVICES being performed.

INDEPENDENT CONTRACTOR agrees to indemnify *Res/Title, Inc. (a/k/a Residential Title & Escrow Services, PC)* for any and all liability or loss arising in any way out of the performance of this contract and/or for any falsification of required documentation/materials listed in this Agreement.

DURATION

Either party may cancel this contract upon written notice, otherwise, the contract shall remain in full force and effect until so terminated.

In WITNESS whereof, the parties have executed this agreement on the _____ day
of _____, 2014.

CONTRACTOR *Res/Title, Inc. (a/k/a Residential Title & Escrow Services, PC)* INDEPENDENT

SURETY BOND REQUIREMENTS (PER INDIVIDUAL STATE REGULATIONS)

| STATE | BOND AMOUNT REQUIRED |
|----------------------|-----------------------------|
| Alaska | \$1,000 |
| Alabama | \$25,000 |
| Arkansas | \$7,500 |
| Arizona | \$5,000 |
| California | \$15,000 |
| Colorado | N/A |
| Connecticut | N/A |
| District of Columbia | \$2,000 |
| Delaware | N/A |
| Florida | \$7,500 |
| Georgia | N/A |
| Hawaii | \$1,000 |
| Iowa | N/A |
| Idaho | \$10,000 |
| Illinois | \$5,000 |
| Indiana | \$5,000 |
| Kansas | \$7,500 |
| Kentucky | N/A |
| Louisiana | \$10,000 |
| Massachusetts | N/A |
| Maryland | N/A |
| Maine | N/A |
| Michigan | \$10,000 |
| Minnesota | N/A |
| Missouri | \$10,000 |
| Mississippi | \$5,000 |
| Montana | \$10,000 |
| North Carolina | N/A |
| North Dakota | \$7,500 |
| Nebraska | \$15,000 |
| New Hampshire | N/A |
| New Jersey | N/A |
| New Mexico | \$10,000 |
| Nevada | \$10,000 |
| New York | N/A |
| Ohio | N/A |
| Oklahoma | \$1,000 |
| Oregon | N/A |
| Pennsylvania | \$10,000 |
| Rhode Island | N/A |
| South Carolina | N/A |
| South Dakota | \$5,000 |
| Tennessee | \$10,000 |
| Texas | \$10,000 |
| Utah | \$5,000 |
| Virginia | N/A |
| Vermont | N/A |
| Washington | \$10,000 |
| Wisconsin | \$500 |
| West Virginia | N/A |
| Wyoming | \$500 |

CONSUMER DISCLOSURE AND AUTHORIZATION FORM

Disclosure Regarding Background Investigation

Res/Title, Inc. (Residential Title & Escrow Services, P.C.), (the "Company") may request, for lawful employment purposes, background information about you from a consumer reporting agency in connection with your employment or application for employment (including independent contractor assignments, as applicable). This background information may be obtained in the form of consumer reports and/or investigative consumer reports (commonly known as "background reports"). An "investigative consumer report" is a background report that includes information from personal interviews (except in California, where that term includes background reports with or without information obtained from personal interviews), the most common form of which is checking personal or professional references. These background reports may be obtained at any time after receipt of your authorization and, if you are hired or engaged by the Company, throughout your employment or your contract period, as allowed by law.

HireRight, Inc. ("HireRight"), or another consumer reporting agency, will prepare or assemble the background reports for the Company. HireRight is located and can be contacted by mail at 5151 California, Irvine, CA 92617, and HireRight can be contacted by phone at (800) 400-2761. Information about HireRight's privacy practices is available at www.hireright.com/Privacy-Policy.aspx.

The background report may contain information concerning your character, general reputation, personal characteristics, mode of living, and credit standing. The types of information that may be obtained include, but are not limited to: social security number verifications; address history; credit reports and history; criminal records and history; public court records; driving records; accident history; worker's compensation claims; bankruptcy filings; educational history verifications (e.g., dates of attendance, degrees obtained); employment history verifications (e.g., dates of employment, salary information, reasons for termination, etc.); personal and professional references checks; professional licensing and certification checks; drug/alcohol testing results, and drug/alcohol history in violation of law and/or company policy; and other information bearing on your character, general reputation, personal characteristics, mode of living and credit standing.

This information may be obtained from private and public record sources, including, as appropriate: government agencies and courthouses; educational institutions; former employers; and, for investigative consumer reports, personal interviews with sources such as neighbors, friends, former employers and associates; and other information sources. If the Company should obtain information bearing on your credit worthiness, credit standing or credit capacity for reasons other than as required by law, then the Company will use such credit information to evaluate whether you would present an unacceptable risk of theft or other dishonest behavior in the job for which you are being evaluated.

You may request more information about the nature and scope of an investigative consumer report, if any, by contacting the Company.

A summary of your rights under the Fair Credit Reporting Act, as well as certain state-specific notices, are also being provided to you.

ADDITIONAL STATE LAW NOTICES

If you are an applicant, employee or contractor in any of the states listed below, please also note the following:

CALIFORNIA: Pursuant to section 1786.22 of the California Civil Code, you may view the file maintained on you by the consumer reporting agency (e.g., Hire Right) during normal business hours. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by appearing at the consumer reporting agency's offices in person, during normal business hours and on reasonable notice, or by certified mail. You may also receive a summary of the file by telephone, upon submitting proper identification and written request. The consumer reporting agency has trained personnel available to explain your file to you, including any coded information, and will provide a written explanation of any coded information contained in your file. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. "Proper identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. If you cannot identify yourself with such information, the consumer reporting agency may require additional information concerning your employment and personal or family history to verify your identity. Additional California specific information is set out below.

MAINE: You have the right, upon request, to be informed of whether an investigative consumer report was requested, and if one was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from the Company, within five business days of our receipt of your request, the name, address and telephone number of the nearest office designated to handle inquiries for the consumer reporting agency issuing an investigative consumer report concerning you. You also have the right, under Maine law, to request and promptly receive from all such consumer reporting agencies copies of any such reports.

MASSACHUSETTS: You have the right to know whether the Company requested an investigative consumer report about you and, upon written request to the Company, to receive a copy of any such report. You also have the right to ask the consumer reporting agency (e.g., Hire Right) for a copy of any such report.

MINNESOTA: You have the right in most circumstances to submit a written request to the consumer reporting agency (e.g., Hire Right) for a complete and accurate disclosure of the nature and scope of any consumer report the company ordered about you. The consumer reporting agency must provide you with this disclosure within 5 days after its receipt of your request or the report was requested by the Company, whichever date is later.

NEW JERSEY: You have the right to submit a request to the consumer reporting agency (e.g., Hire Right) for a copy of any investigative consumer report the Company requested about you. A summary of your rights under the New Jersey Fair Credit Reporting Act is set out below.

NEW YORK: You have the right, upon written request, to be informed of whether or not the Company requested a consumer report or an investigative consumer report about you. Shown above is the address and telephone number for Hire Right, the consumer reporting

agency used by the Company. You may inspect and receive a copy of any such report by contacting that consumer reporting agency. A copy of Article 23-A of the New York Correction Law is provided below.

WASHINGTON STATE: If the Company requests an investigative consumer report, you have the right, upon written request made within a reasonable period of time after your receipt of this disclosure, to receive from the Company a complete and accurate disclosure of the nature and scope of the investigation requested by the Company. You are entitled to this disclosure within 5 days after the date your request is received or the Company ordered the report, whichever is later. You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act, which is also set out below.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700G Street N.W., Washington, DC20552.**

Authorization of Background Investigation

I have carefully read and understand this Disclosure and Authorization form and the attached summary of rights under the Fair Credit Reporting Act. By my signature below, I consent to preparation of background reports by a consumer reporting agency such as Hire Right, Inc. ("Hire Right"), and to the release of such background reports to the Company and its designated representatives and agents, for the purpose of assisting the Company in making a determination as to my eligibility for employment (including independent contractor assignments, as applicable), promotion, retention or for other lawful employment purposes. I understand that if the Company hires me or contracts for my services, my consent will apply, and the Company may, as allowed by law, obtain additional background reports pertaining to me, without asking for my authorization again, throughout my employment or contract period from Hire Right and/or other consumer reporting agencies.

I understand that information contained in my employment or contractor application, or otherwise disclosed by me before or during my employment or contract assignment, if any, may be used for the purpose of obtaining and evaluating background reports on me. I also understand that nothing here in shall be construed as an offer of employment or contract for services.

I hereby authorize all of the following, without limitation, to disclose information about me to the consumer reporting agency and its agents: law enforcement and all other federal, state and local agencies, learning institutions (including public and private schools, colleges and universities), testing agencies, information service bureaus, credit bureaus, record/data repositories, courts (federal, state and local), motor vehicle records agencies, my past or present employers, the military, and all other individuals and sources with any information about or concerning me. The information that can be disclosed to the consumer reporting agency and its agents includes, but is not limited to, information concerning my employment and earnings history, education, credit history, motor vehicle history, criminal history, military service, professional credentials and licenses.

By my signature below, I also certify the information I provided on and in connection with this form is true, accurate and complete. I agree that this form in original, faxed, photocopied or electronic (including electronically signed) form, will be valid for any background reports that may be requested by or on behalf of the Company.

California, Minnesota or Oklahoma applicants only: Please check this box if you would like to receive (whenever you have such right under the applicable state law) a copy of your background report if one is obtained on you by the Company.

Applicant Last Name _____ First _____ Middle _____

Applicant Social Security Number ___-___-____ Applicant Date of Birth ___/___/____

Applicant Signature _____ Date _____

**Certified
Signing Specialist
Code of Conduct**

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INTRODUCTION

Purpose of the Code

The Certified Signing Specialist'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 Certified Signing Specialists is necessary given the fact that the vocation of Certified Signing Specialist is largely an unregulated profession. While state Notary Public laws and regulations apply to the notarial acts performed by Specialists, these laws offer no guidance to the non-notarial services rendered by Specialists.

The purpose of *The Certified Signing Specialist Code of Conduct (Code)* is to enable Certified Signing Specialists 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 Certified Signing Specialists perform their primary function of witnessing the proper execution of loan and real estate documents. The rest address and guide the Specialist's supportive duties, such as advertising services, charging and collecting fees, and demonstrating responsible conduct with contracting companies and customers.

Because the acts of Certified Signing Specialists affect property, and most importantly, personal rights, it is imperative that standards of practice for Specialists 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 Specialists, business professionals and Specialists themselves.

Organization of the Code

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

Each Guiding Principle in turn sets forth particular "Standards of Practice" for the Certified Signing Specialist. Each Standard clarifies the Specialist'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 Certified Signing Specialists from every state and U.S. jurisdiction, lenders and the companies that employ Specialists. They address the common problems, issues and questions encountered by Specialists.

The Principles and Standards reflect the conviction that Certified Signing Specialists 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 Certified Signing Specialists, 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 Specialist should always comply with the law.

Contracting Company Expectations

The Standards may contradict the policies or expectations of the Certified Signing Specialist'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.

Certified Signing Specialists should understand that the *Code* is a model for preferred conduct. A Specialist 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 Certified Signing Specialists, but also contracting companies employing Specialists and any users of Specialists' services.

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

Any Certified Signing Specialist'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 Certified Signing Specialists will engender heightened respect and recognition for Specialists.

Revision of the Code

The *Certified Signing Professional 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 Certified Signing Specialists 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 *Certified Signing Specialist Code of Conduct* the following terms have the meaning ascribed:

D.1. Close Relative

“Close relative” means the Certified Signing Specialist’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 Certified Signing Specialists to perform signing services.

D.6. Critical Documents

“Critical documents” mean the Note, Deed of Trust or Mortgage, Truth in Lending Disclosure, HUD-1 Settlement Statement 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 Certified Signing Specialist 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. 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 Certified Signing

Specialist and retained by the lender or closing agent.

D.10. 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.11. 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.12. Signing Assignment

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

D.13. Signing Script

“Signing script” means standardized written copy or answers used by a Certified Signing Specialist in providing signing services.

D.14. Signing Services

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

D.15. Certified Signing Specialist or Specialist

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

THE GUIDING PRINCIPLES

1. Qualifications

The Certified Signing Specialist will satisfactorily meet and maintain all qualifications necessary to perform signing services.

2. Notarization

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

3. Impartiality

The Certified Signing Specialist will remain impartial to the transaction at all times.

4. Unauthorized Advice or Services

The Certified Signing Specialist 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 Certified Signing Specialist will not perform an illegal, deceptive or harmful act in connection with a signing assignment and will report any suspicious activity to the closing agent handling the transaction.

6. Privacy and Confidentiality

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

7. Fees

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

8. Advertising

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

9. Professionalism

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

10. Standards

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

GUIDING PRINCIPLE 1: QUALIFICATIONS

The Certified Signing Specialist will satisfactorily meet and maintain all qualifications necessary to perform signing services.

Standards of Practice

1.1. Background Screening

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

1.2. Professional Licenses

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

1.3. Notary Laws and Rules

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

1.4. Federal Laws

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

1.6. Closing Documents

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

1.8. Supervising Attorney

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

GUIDING PRINCIPLE 2: NOTARIZATION

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

2.5. Seal Misuse

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

2.6. Journal of Notarial Acts

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

2.8. Control of Seal and Journal

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

2.10. Completion of Notarial Acts

The Certified Signing Specialist 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 Certified Signing Specialist 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 Certified Signing Specialist 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 Specialist's state or jurisdiction.

GUIDING PRINCIPLE 3: IMPARTIALITY

The Certified Signing Specialist will remain impartial to the transaction at all times.

Standards of Practice

3.1. Personal Interest

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

3.2. Professional Interest

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

3.3. Certified Signing Specialist and Attorney in Fact

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

3.4. Certified Signing Specialist and Witness

The Certified Signing Specialist will not perform signing services in the capacity of Certified Signing Specialist 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 Certified Signing Specialist 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 Certified Signing Specialist 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 Certified Signing Specialist 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 Certified Signing Specialist 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 Certified Signing Specialist will not offer legal advice to a signer during an assignment to provide signing services unless the Specialist is an attorney representing a party in the transaction.

4.2. Role and Limitations

The Certified Signing Specialist will clearly explain to the signing parties that the Specialist 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 Certified Signing Specialist 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 Specialist 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 Certified Signing Specialist will present each closing document to a signer in conformance with a signing script 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 Certified Signing Specialist 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 Certified Signing Specialist may identify and provide a general description of a fee or charge appearing on a signer's HUD-1 or other closing statement, but may not explain, interpret or provide legal advice about the fee or charge.

4.7. Disbursement or Funding Date

The Certified Signing Specialist 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 Specialist can present to the individual.

4.8. Loan Programs and Professionals

The Certified Signing Specialist 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 Certified Signing Specialist 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 Certified Signing Specialist 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 Certified Signing Specialist will not perform an illegal, deceptive or harmful act in connection with a signing assignment and will report any suspicious activity to the closing agent handling the transaction.

Standards of Practice

5.1. Absent Signer

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

5.2. Pre- or Post-Dated Certificate

The Certified Signing Specialist 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 Certified Signing Specialist 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 Certified Signing Specialist 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 Specialist.

5.5. Approval of Power of Attorney Signing

The Certified Signing Specialist 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 Certified Signing Specialist will immediately contact the lender's representative and closing agent for the transaction if the Specialist 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 Specialist 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 Certified Signing Specialist will immediately contact the lender's representative and

closing agent for the transaction if the Specialist 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 Certified Signing Specialist will immediately contact the lender's representative and closing agent for the transaction if any closing document required to be notarized is incomplete or contains blank spaces.

5.9. Presentation of Entire Document

The Certified Signing Specialist 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 Certified Signing Specialist will immediately report any potential or actual misrepresentation or falsehood known or witnessed by the Specialist in connection with a transaction to the lender's representative and closing agent for the transaction.

5.11. Unlawful Transaction

The Certified Signing Specialist will immediately contact the lender's representative and closing agent for the transaction if the Specialist has knowledge or a reasonable belief that a transaction is unlawful.

5.12. Evidence of Tampering

The Certified Signing Specialist will immediately contact the lender's representative and closing agent for the transaction if the Specialist 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 Certified Signing Specialist 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 Specialist becomes aware that a criminal act has been committed.

5.14. Cooperation with Authorities

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

GUIDING PRINCIPLE 6: PRIVACY AND CONFIDENTIALITY

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

Standards of Practice

6.1. Nondisclosure of Signer Information

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

6.3. Scrutiny of Documents

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

6.5. Printing of Documents

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

6.6. Compromised Documents

The Certified Signing Specialist 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 Specialist to reasonably believe that the contents of the package have been compromised.

6.7. Security of Documents

The Certified Signing Specialist will keep all closing documents 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 Certified Signing Specialist will not comply with a request from a signer to provide

electronic closing documents, but will notify the lender's representative, contracting company or closing agent for the transaction of the individual's request for documents.

6.9. Return of Documents

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

GUIDING PRINCIPLE 7: FEES

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

Standards of Practice

7.1. Confirmation of Fee in Writing

The Certified Signing Specialist 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 Certified Signing Specialist will not refuse to perform services for an assignment that the Specialist has previously accepted in dispute over a negotiated fee.

7.3. Referral Fee

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

7.4. Collusion

The Certified Signing Specialist will not collude with other Specialists to set fees for signing services.

7.5. Submission of Invoice

The Certified Signing Specialist 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 Specialist and contracting company.

7.6. Invoice for Contracted Fee

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

7.7. Collection of Fee from Contracting Company

The Certified Signing Specialist 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 Certified Signing Specialist 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 Certified Signing Specialist will keep a separate and detailed record of all fees received and expenses incurred for each assignment.

GUIDING PRINCIPLE 8: ADVERTISING

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

Standards of Practice

8.1. Truthful Personal Assessment

The Certified Signing Specialist will not misrepresent the Specialist'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 Specialist.

8.2. False or Misleading Claims

The Certified Signing Specialist will not make exaggerated or excessive claims, promises or guarantees about the Specialist's services.

8.3. Use of Professional Designation

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

8.4. Observation of Rules for Use

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

8.6. Solicitation of Outside Business

The Certified Signing Specialist will not directly or indirectly solicit a signer for products or services other than as a Certified Signing Specialist 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 Certified Signing Specialist will always act in responsible manner towards contracting companies and parties to the transaction.

Standards of Practice

9.1. Refusal of Assignment

The Certified Signing Specialist will refuse to accept an assignment if the Specialist 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 Certified Signing Specialist will schedule appointments with sufficient time to complete the assignment and not so closely schedule same-day appointments that the Specialist cannot reasonably meet the expectations for any prior or subsequent assignment.

9.3. Delegation of Duties

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

9.4. Cancellation and Rescheduling of Appointments

The Certified Signing Specialist 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 Specialist from attending the appointment.

9.5. Signing Scripts

The Certified Signing Specialist will follow all signing scripts in performing signing services as may be required by the contracting company.

9.6. Assignment Requirements

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

9.7. Contracting Company Instructions

The Certified Signing Specialist will review each lender's and contracting company's instructions and signing scripts for the assignment prior to the signing appointment and follow such instructions and scripts provided they do not violate a statute, regulation or official

directive related to the performance of notarial acts.

9.8. Review of Documents

The Certified Signing Specialist 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 Certified Signing Specialist will immediately contact the closing agent for the transaction prior to the appointment if the Specialist discovers that the Note, Mortgage or Deed of Trust, Truth in Lending Disclosure or closing statement is either incomplete or missing from the closing package.

9.10. Appointment Confirmation

The Certified Signing Specialist 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 Specialist's arrival, unless expressly prohibited by the contracting company.

9.11. Professional Communications

The Certified Signing Specialist will ensure that the Specialist'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 Certified Signing Specialist 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 Certified Signing Specialist 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 Specialist will arrive late to the appointment due to traffic, inclement weather or any other contingency.

9.14. Identifying Credentials

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

9.15. Changes to Documents

The Certified Signing Specialist will immediately inform the lender's representative and 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.

9.16. Status Reporting

The Certified Signing Specialist will immediately inform the lender's representative and contracting company about any development affecting the timely execution and return of the documents.

9.17. Quality Assurance Review

The Certified Signing Specialist 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 for the transaction.

9.18. Observance of Deadlines

The Certified Signing Specialist 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 Certified Signing Specialist 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 Certified Signing Specialist is encouraged to join and participate in national and regional associations of Notaries Public, Certified Signing Specialists and real property services professionals.

10.2. Encouragement of Practitioners

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

10.3. Dispensing Knowledge

The Certified Signing Specialist will provide expertise to less experienced Specialists and assist them in their professional advancement.

10.4. Higher Standards

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

CERTIFIED SIGNING SPECIALIST'S ACKNOWLEDGMENT

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

Date

Certified Signing Specialist's Signature

Certified Signing Specialist's Printed Name

The *Certified Signing Specialist Code of Conduct*
is published by the Signing Professionals Workgroup