

TERMS AND CONDITIONS OF INDEPENDENT CONTRACTOR AGREEMENT

Welcome to Signing Solutions Inc. DBA Creative Signings (“Creative Signings”). You must agree to the following Terms and Conditions of this Independent Contractor Agreement ("Agreement") before receiving mobile notary dispatch orders from Creative Signings, and before using the Creative Signings website ("Site"). By using our Services (as defined herein) or indicating your agreement on the notary registration web page, you are agreeing to become bound by the terms and conditions of this Agreement. THIS IS A LEGALLY BINDING AGREEMENT AND IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU SHOULD NOT USE THE SITE, YOU MAY NOT RECEIVE MOBILE NOTARY DISPATCH ORDERS FROM CREATIVE SIGNINGS, YOU MAY NOT PERFORM ANY WORK FOR CREATIVE SIGNINGS, AND YOU SHOULD REQUEST TERMINATION OF ANY ACCOUNT YOU MAY HAVE WITH CREATIVE SIGNINGS.

1. Creative Signings Services. Creative Signings is a nation-wide traveling notary network. We are currently in 50 states and have well over 190,000 signers who provide fast, professional, and courteous mobile attorney and notary signing services to homeowners in the process of financing properties and other types of transactions that require notarial acts and/or signatures (“Services”).

2. Engagement. Creative Signings hereby engages you, and you hereby accept such engagement, subject to the terms and conditions set forth in this Agreement, to perform the Services on behalf of Creative Signings.

3. Compensation.

a. In consideration of your performance of the Services as provided herein, Creative Signings agrees to pay you the amount specified and arranged at the time of accepting the order from Creative Signings.

b. If a particular signing requires you to make more than one trip, you will be paid per trip; however, any additional trips MUST be authorized by a Creative Signings representative, or you will not be compensated for such additional trip.

c. Creative Signings will pay you 45-60 days after the signing date, and you should keep record of all signings done each month.

4. Expenses. Creative Signings shall not be responsible for any expenses you accrue in performing the Services. You shall be responsible for payment of all your business expenses, and all taxes and license fees assessed by any governmental unit in order for you to perform the Services hereunder, and you shall be responsible for payment of all dues to any professional organization of which you are a member.

a. By opting in, you agree to receive SMS messages from us. Message and data rates may apply.

5. Term and Termination.

- a. This Agreement shall be effective and shall remain in full force and effect for a period of one (1) year, unless earlier terminated as provided herein ("Initial Term"). Upon the expiration of the Initial Term, the Agreement shall automatically renew for consecutive one (1) year terms ("Renewal Term") until terminated by either party as provided herein.
- b. Either party may terminate this Agreement at any time with written notice to the other party. Furthermore, Creative Signings may terminate this Agreement immediately, at any time, for any reason or for no reason, by sending you notice of such termination.
- c. Upon termination or expiration of your engagement with Creative Signings for any reason, you shall immediately return to Creative Signings all documents, promotional materials, property and other records of Creative Signings, and all copies thereof, within your possession, custody or control.

6. Obligations as a Notary for Creative Signings, and Your Representations and Warranties.

- a. You are responsible for the use and control of your account by any third party accessing or using your account. You are responsible for insuring that any user of your account fully complies with the terms and conditions of this Agreement.
- b. You must be at least eighteen (18) years of age to provide the Services. By agreeing to these terms and conditions, you hereby represent and warrant that you are at least eighteen (18) years of age.
- c. You hereby represent and warrant that you are a certified notary under the state of where you will be performing signings, and that you comply all applicable bond requirements of your state. You further covenant and warrant that you have the qualifications, experience, educational credentials or other training necessary to work independently in performing the Services.
- d. You agree to act only as a notary under this Agreement and will not to give legal advice to customers. You acknowledge that you only a "witness" to the signatures of the signers.
- e. You understand that Creative Signings is the only institution from which you will receive payment for providing the Services. All questions regarding your fees and invoicing shall be directed to Creative Signings and not to the customers to whom you are providing the Services (i.e. the borrowers, loan representatives, lenders, etc.).
- f. You agree to make your appointments on the day required by the lender and follow Creative Signings's notary guidelines (our instructions as well as the rules that are included in every set of loan documents), which are incorporated herein by reference. You are responsible for providing and maintaining all personal computer(s) and communications equipment and Internet access accounts necessary to gain access to the Site. All documents downloaded, uploaded or obtained from Creative Signings, Clients and/or Consumers will be deleted and removed from all personal computer(s) and communications equipment within seven (7) days of the transaction date.

h. You agree to inform Creative Signings of any actual, apparent or threatened breaches of security, such as loss, theft, or unauthorized disclosure or use of an I.D., or password. Until Creative Signings is notified, by electronic or conventional mail of a breach of security, you will remain liable for any unauthorized use of your Creative Signings account.

i. You agree to use the Site and provide all Services in compliance with any and all applicable federal, state, local laws, rules and regulations. In addition, you agree to provide all Services in compliance with any and all applicable rules or regulations of customers of Creative Signings including, without limitation, any terms and conditions governing the use of personal information, privacy and data security.

j. You acknowledge and agree not to upload any viruses, ActiveX or Java installers, or Internet Explorer Exploits onto the Site.

k. You have no agreements, relationships or commitments to any other person or entity that would conflict with or prevent you from performing any of the Services hereunder.

l. You will not disclose and has not disclosed to Creative Signings and will not use or induce Creative Signings to use any proprietary information or trade secrets of others.

m. YOU UNDERSTAND AND ACKNOWLEDGE THAT CREATIVE SIGNINGS DOES NOT SCREEN CONSUMERS IN ANY WAY. YOU UNDERSTAND THAT CREATIVE SIGNINGS SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE SERVICES RENDERED TO CONSUMERS AND/OR CUSTOMERS THROUGH THE CREATIVE SIGNINGS SERVICE.

7. Independent Contractor. You agree that you shall act as an independent contractor in the performance of the Services hereunder. Nothing in this Agreement is intended nor shall it be construed to constitute you as a partner, employee or agent of Creative Signings or you being in a joint venture relationship with Creative Signings, and neither you nor Creative Signings shall have any authority whatsoever to bind the other in any manner. You warrant that you will not hold yourself out to be or represent to anyone that you are an employee of Creative Signings, or that your relationship to Creative Signings is other than that of an independent contractor. You agree to indemnify and hold Creative Signings harmless from any and all liability arising out of or with respect to any representation or promise made by you which bind Creative Signings or any agreement entered into by you on behalf of Creative Signings. You shall be and agree to be solely responsible for the payment or withholding of any and all income, employment, FICA, unemployment insurance, social security or other payroll taxes, state disability and any other payroll deductions required to be paid or withheld with respect to your compensation, as well as any insurance you may choose to carry. You acknowledge that as an independent contractor you are neither entitled to nor will Creative Signings make available to you any of the benefits afforded to employees of Creative Signings. You agree to indemnify and hold Creative Signings harmless from any and all liability arising out of or with respect to such payments, withholdings and benefits, if any. You hereby agree to maintain workman's compensation insurance in accordance with applicable state and federal laws when employing other employees. In addition, you shall maintain comprehensive general and vehicular insurance for claims of damages of bodily injury (including

death) and property damage caused by or arising out of acts or omissions of your employees. You further acknowledge and agree to the following:

- a. Creative Signings will provide no training to you whatsoever;
- b. Creative Signings will not reimburse you for any expenses you incur in performing the Services;
- c. You have the sole reasonable discretion and control over the time, manner and methods necessary to perform the Services;
- d. You shall supply all materials, tools and equipment necessary to perform the Services and you shall be solely responsible for the insurance and maintenance of the same;
- e. You are free to perform notary tasks for others outside of your obligations to Creative Signings (i.e. there is no "exclusivity agreement" between you and Creative Signings); and
- e. If you earn over \$600 per year, or any future minimum amount dictated by the IRS, then Creative Signings will issue you a form 1099-MISC and report such income to the IRS.

8. Copyright & License. The content, HTML, Flash files, databases, web scripts, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Site is strictly prohibited. You do not acquire any ownership rights to any content, document or other materials viewed through the Site.

9. Trademarks. "Creative Signings" and "Signing Solutions" are either trademarks or registered trademarks of Signing Solutions, Inc.

10. Indemnification. You agree to indemnify, defend and hold us and our partners, employees, officers, agents, representatives, attorneys and affiliates (collectively, "Affiliated Parties") harmless from any and all liability, loss, claim, damages, judgments and expense, including reasonable attorneys' fees, related to or arising out of your violation of this Agreement, your use of the Site, your performance of the Services, or the relationship between you and any consumer, customer or client of Creative Signings.

11. Assignment and Nontransferability. Your right to perform the Services and use the Site is not transferable. You hereby agree that you may not delegate or transfer your responsibilities under this Agreement to another person under any circumstances. This agreement is not assignable in any way. Furthermore, any password or right given to you to obtain information or documents is not transferable.

12. DISCLAIMER AND LIMITATION OF LIABILITY. THE SITE AND INFORMATION FROM OR THROUGH THE SITE IS PROVIDED "AS IS," "IS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES PROVIDED THROUGH THE SITE MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE, OR LIABILITY ARISING OUT OF THE RELATIONSHIP BETWEEN YOU AND CONSUMERS AND/OR CUSTOMERS OF CREATIVE SIGNINGS. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, CREATIVE SIGNINGS AND ITS AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN CREATIVE SIGNINGS AND YOU. THIS SITE, SERVICES AND THE INFORMATION WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CREATIVE SIGNINGS THROUGH THE SITE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING THE CREATIVE SIGNINGS FORMS OR DOCUMENTS ARE DISCLAIMED. CREATIVE SIGNINGS WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT MAY RESULT FROM USE OF OR INABILITY TO USE OUR SITE. CREATIVE SIGNINGS'S MAXIMUM LIABILITY TO YOU UNDER ALL CIRCUMSTANCES WILL BE EQUAL TO THE AGGREGATE FEES THAT CREATIVE SIGNINGS HAS PAID YOU FOR YOUR SERVICES DURING THE TERM OF THIS AGREEMENT.

13. Privacy Policy. You acknowledge and agree to comply, at all relevant times with the terms, conditions, policies and procedures set forth in Creative Signing's privacy policy, which is incorporated into this Agreement by this reference. Further, you acknowledge that Creative Signing's privacy policy may be revised from time to time by Creative Signings, and all relevant changes or revisions will automatically apply to this Agreement without need for any formal amendment to this Agreement.

14. Acknowledgement. You acknowledge that you have had the opportunity to consult with independent counsel of your own choice regarding this Agreement and you have done so to the extent you deem necessary, and that you have read and understood this Agreement, are fully aware of its legal effect, and have entered into it voluntarily and freely based on your own judgment and not on any promises or representations other than those contained in this Agreement.

15. Miscellaneous.

a. **Governing Law and Dispute Resolution.** This Agreement shall be treated as though it were executed and performed in Riverside, California, and shall be governed by and construed in accordance with the laws of the State of California (without regard to conflict of law principles). Any cause of action by you with respect to the Site or the Services (and/or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 11. If any controversy or dispute arising from or relating to this Agreement, the Site or the Services cannot be resolved through mutual agreement, the sole means of resolving the controversy will be binding arbitration under the auspices of the American Arbitration Association ("AAA") in Riverside, California, in accordance with the AAA's then-existing Commercial Arbitration Rules. The arbitration award may be enforced as a judgment by a court of competent jurisdiction. This arbitration provision will apply to all disputes between you and Creative Signings, and will survive termination of our relationship and this Agreement. You acknowledge that you understand the consequences of agreeing to binding arbitration, including that you are giving up any and all constitutional and statutory rights to have disputes between us determined by a court of law or equity or by a jury; that discovery of information in arbitration may be limited; and that the arbitration decision will be final and binding, except to the limited extent that law provides for judicial review of arbitration proceedings and decisions. If for any reason this foregoing mandatory arbitration provision is invalid or unenforceable, then all legal proceedings arising out of or in connection with this Agreement shall be brought solely in Riverside, California. You expressly submit to the exclusive jurisdiction of said courts and consent to extraterritorial service of process.

b. **Severability.** Should any part of this overall Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence.

c. **Waiver.** Creative Signing's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.

d. **Interpretation.** The language in this Agreement shall be interpreted in accordance with its fair meaning and shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

e. **Entire Agreement.** This Agreement constitutes the entire and only agreement between Creative Signings and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site and the Services, the services provided by or through the Site or otherwise through Creative Signings, and the subject matter of this Agreement.

f. **Amendment.** This Agreement may be amended at any time from time to time by Creative Signings without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site.

