

ATA WITNESS CLOSING SERVICES
- a division of American Title Abstracts & Escrow Services, Inc.
659 Long Lake Drive, Suite 200
Oviedo, FL 32765
Tel: (407) 971-4100 - Fax: (407) 971-0150

Independent Contractor Agreement
Witness signing agents

This agreement is made by and between ATA Witness Closing Services, a division of American Title Abstracts & Escrow Services, Inc., a Florida Corporation (hereinafter referred to as the "Company") and the undersigned Notary Public (hereinafter referred to as Independent Contractor for the purposes of this agreement).

The Company will provide Independent Contractor with all required loan documents and instructions either through email, facsimile or otherwise communicated over the Company's website. Documentation and closings instructions could also be sent via overnight, express mail delivery. Within these instructions, the Company's overall objective is to arrange for timely closing services to be provided in conjunction with the scheduled date and time that the borrower(s) have indicated they are desirous of. The borrowers usually communicate this scheduled date and time they would like to close their loan directly to the Company's customers; however, sometimes this information is communicated through a third party. In these cases, the Independent Contractor will be involved in coordinating a time that will be convenient for the borrower to sign the loan documents. The Independent Contractor agrees to set all appointments with the borrower(s) in a timely manner and notify the Company of all appointments set and completed, changed or otherwise arranged.

Except as noted above, Independent Contractor is required to attend and complete all signings at the appointed time/place and notify Company of any changes in the initial appointment. Any changes in the initially set appointment date/time of closing must be communicated via the Internet Application available to all of our Witness Closing Agents or to the vendor manager on duty at the time the changes may occur. Changes in these scheduled times can be communicated within the pending signings menu and an explanation must be given for any changes. These changes and the explanations that are given are instantly communicated to the Company's customers – therefore, Independent Contractor agrees to keep comments professional and understands that any comments that may be offered that are considered unprofessional may give grounds for legal action against Independent Contractor.

Independent Contractor shall obtain all necessary insurance policies that would be considered prudent in offering the kinds of services that would be contracted by the Company. The Company also does not and will not assume any responsibility for the Independent Contractor's inability to maintain current comprehensive general and vehicular insurance. Said insurance is the Independent Contractor's responsibility and the Independent Contractor agrees to obtain and maintain adequate insurance coverage for his/her automobile and indemnifies and holds Company harmless from any losses or claims that may arise out of claims, liabilities, and damage bodily or otherwise including death.

Independent Contractor shall at their own expense maintain all commissions, professional licenses (if applicable), bonds, errors and omission's insurance coverage, and permits required to perform the Contractor's duties and holds ATA Closing Services, a division of American Title Abstracts & Escrow Services, Inc., a Florida Corporation harmless for any claims or liabilities.

Independent Contractor agrees to supply all office equipment, automobiles, and other physical items needed for Independent Contractor to perform their duties. Independent Contractor shall bear all costs on these items. Independent Contractor is responsible for transportation needed to complete all loan document signings requested by Company, it's customers, or its' affiliates.

ATA Closing Services, a division of American Title Abstracts & Escrow Services, Inc., a Florida Corporation agrees to pay Independent Contractor a flat fee per completed signings for services rendered to the Independent Contractor. This flat fee will be agreed upon prior to any completed signings so as both parties feel that it is mutually acceptable and that said amount would be communicated in advance of signing service. Said fee shall be paid to the Independent Contractor within two weeks from the completion of one set of loan documents. Checks to our vendors are mailed via regular U.S. Postal Service mail system each Friday for loan signings that were conducted in the prior week's ending period. You will never have to wait more than two weeks to receive payment for your services

ONLINE ACCOUNT / LOGIN INFORMATION / ADDITIONAL AGREEMENTS

The Independent Contractor agrees to establish on-line and within the registration forms available on Company's website, those areas of coverage or the geographical footprint of those areas that Independent Contractor can provide witness-signing services to Company. The registration form is available on-line at www.ataclosings.com. Any witness closing conducted outside the agreed upon areas that have been pre-established by Independent Contractor will be negotiated in good faith between ATA Closing Services, a division of American Title Abstracts & Escrow Services, Inc., a Florida Corporation and the Independent Contractor, prior to accepting the assignment.

It is further agreed that upon execution of this agreement that the Independent Contractor shall not be considered an employee, working in a joint venture ship, partner or affiliated with ATA Closing Services, a division of American Title Abstracts & Escrow Services, Inc., a Florida Corporation other than that of an Independent Contractor.

Independent Contractor shall hold confidential any information provided by Company or its clients to any party without the expressed written consent of Company to do so under any federal, state, or local laws.

Independent Contractor understands and acknowledges that each time the Independent Contractor enters our site, the Company records their activity on the site, including but not limited to the dates and times that Contractor Logs into the site for purposes of monitoring how frequently the site is accessed and how quickly the Independent Contractor accepts orders, etc. This activity is monitored for several reasons and Independent Contractor hereby acknowledges and agrees that such activity is acceptable to this business arrangement and that this activity may

impact the number of signings assigned to said Independent Contractor – and as otherwise may be used for purposes of enforcing this contract agreement

Nondisclosure and Non-Competition Provision

Independent Contractor acknowledges that by entering into this agreement it will be necessary for Company to share with Independent Contractor the names, addresses, name of contacts within companies, and other identifying information of the customers with whom Company does business. Independent Contractor acknowledges that he or she shall not interfere with, directly or indirectly, disrupt or attempt to disrupt the relationship, contractual or otherwise, between Company and any customer, client, supplier, consultant or other contractor to Company Nor shall Independent Contractor turn any matter or information as it relates to the identity of its customers, marketing or operations of Company over to any other competitive or potentially competitive services. Independent Contractor further agrees that Independent Contractor will not make use of said information to conduct a competing business. Independent Contractor understands that directly soliciting business from sources of business given to them by Company or breaching any provision of this Agreement is cause for immediate cessation of eligibility for the receipt of assignments from Company and shall subject Independent Contractor to legal action by Company to protect the trade secrets of Company and/or recover damages.

It is the desire of the parties that this agreement be enforced to the fullest extent under the laws and shall be construed pursuant to the laws of the State of Florida or any other jurisdiction where either the Company does business or the Independent Contractor is providing services to Company.

If any portion of this agreement is adjudicated to be unenforceable, then that portion shall be severed from this agreement; however the remainder of the agreement shall remain in full effect and enforceable.

Should litigation be commenced to enforce the terms of the Agreement and/or to recover damages, both parties to this agreement agree that the prevailing party shall be entitled to its reasonable attorney's fees to the extent that the prevailing party has to defend or file a claim against the other party

The undersigned agrees to all terms and conditions of this Independent Contractor Agreement set forth by and between ATA Closing Services, a division of American Title Abstracts & Escrow Services, Inc., a Florida Corporation and the undersigned Independent Contractor.

Dated: _____

Independent Contractor:

Print Name

ATA Closing Services, a division of American Title Abstracts & Escrow Services, Inc.,
a Florida Corporation: