

A KEEN SIGNATURE SERVICES, LLC
Independent Contractor Agreement

Parties: Agent - Notary - Signing Agents (hereinafter referred to as, "Independent Contractor")

and

A Keen Signature Services, LLC
P.O. Box 10859
Atlanta, Georgia 30310

RECITALS:

1. A KEEN SIGNATURE SERVICES, LLC provides closing/signing services for title companies and other similar entities for real estate related transactions, in addition to other document signing services.
2. A KEEN SIGNATURE SERVICES, LLC and Independent Contractor agree that the Independent Contractor shall perform closing services for A KEEN SIGNATURE SERVICES, LLC pursuant to the terms and conditions set forth in this Agreement and Exhibit A attached hereto and made a part hereof by this reference.
3. Independent Contractor shall perform such closing/signing services as those offered by A KEEN SIGNATURE SERVICES, LLC and must possess the requisite skills and abilities to provide those services.
4. A KEEN SIGNATURE SERVICES, LLC is not a law firm licensed to practice law and do not give legal advice or accept fees for legal services.

AGREEMENTS:

- A. Assignment of Orders to Independent Contractor: A KEEN SIGNATURE SERVICES, LLC reserves the right to determine the orders assigned to Independent Contractor. A KEEN SIGNATURE SERVICES, LLC also specifically reserves the right to assign other Independent Contractors or related parties to assist in any aspect of any assignment as they may, in the sole discretion of A KEEN SIGNATURE SERVICES, LLC. Independent Contractor is responsible for all aspects of reconfirmation of the scheduled assignment including but not limited to time and actual location of the assignment. Independent Contractor may not reassign orders to any other parties without the prior approval from A KEEN SIGNATURE SERVICES, LLC. In the event that an order is reassigned, agent must provide the required documentation prior to completing the assignment.
- B. Customer Service: The Independent Contractor shall not make representations, warranties or give legal advice with respect to any of the closing documents, rather, Independent Contractor shall promptly notify appropriate parties and/or A KEEN SIGNATURE SERVICES, LLC of any inquiries relating to the documents.
- C. Fee Agreements: A KEEN SIGNATURE SERVICES, LLC shall pay to the Independent Contractor a fee for the required services, which shall be agreed upon by the parties prior to acceptance of each assignment by Independent Contractor. Independent Contractor agrees not to discuss this fee with either the lender or title company or any parties involved in each transaction. Fees payable to the Independent Contractor shall be paid by check on the 15th day of the month for all orders conducted in preceding month. A KEEN SIGNATURE SERVICES, LLC shall have no obligation to reimburse Independent Contractor for any fees and/or expenses actually incurred in addition to those agreed upon by the parties prior to the assignment.
- D. Cancellation/No Show: A KEEN SIGNATURE SERVICES, LLC will address specific situations concerning Independent Contractor cancellation and no-show fees on a case by case basis.

- E. Relationship of Parties: The Independent Contractor is not an employee of A KEEN SIGNATURE SERVICES, LLC. A KEEN SIGNATURE SERVICES, LLC shall not be responsible in any way for any obligation or liability incurred or assumed by the Independent Contractor. The Independent Contractor shall be treated as such with respect to the services performed hereunder for federal or state tax purposes. No federal, state, or local income tax, payroll tax or Social Security tax of any kind shall be withheld or paid by A KEEN SIGNATURE SERVICES, LLC on behalf of Independent Contractor or any employee of the Independent Contractor. Independent Contractor understands and agrees to be solely responsible for the payment of any taxes due from Independent Contractor according to law. As an independent merchant or enterprise, Independent Contractor and/or employees of the Independent Contractor are not eligible for, and shall not participate in, any pension, health, and Workers Compensation insurance or other fringe benefit plan of A KEEN SIGNATURE SERVICES, LLC.
- F. Non-Compete: Independent Contractor shall not solicit in any manner to become a vendor/closer with any of A KEEN SIGNATURE SERVICES', LLC clients (title companies, mortgage companies, banks and other similar institutions) unless A KEEN SIGNATURE SERVICES, LLC has given prior approval in writing to the Independent Contractor.
- G. Confidentiality: Independent Contractor agrees to hold as confidential all information that is obtained in any manner from A KEEN SIGNATURE SERVICES, LLC and will not permit its use in any way that would be detrimental to A KEEN SIGNATURE SERVICES, LLC or any of its Clients. The Independent Contractor shall surrender all documents supplied to the Independent Contractor upon the cancellation or termination of this Agreement, and shall not communicate any confidential information to others. Independent Contractor shall not retain any copies of confidential information in any form, including but not limited to loan document and interoffice memoranda.
- H. Use of Trade Name: The Independent Contractor shall not have the authority to use A KEEN SIGNATURE SERVICES', LLC name in any manner except as expressly authorized in writing by A KEEN SIGNATURE SERVICES, LLC prior to use by Independent Contractor.
- I. Term: Unless earlier terminated by breach of an above mentioned clause, this Agreement shall continue as long as all parties agree to terms and conditions. This Agreement may be terminated by either party upon giving the other party not less than thirty days prior written notice of termination. This Agreement may be terminated by A KEEN SIGNATURE SERVICES, LLC with immediate effect and without prior notice or recourse to any judicial authority if the Independent Contractor breaches the terms of this Agreement, becomes insolvent, subject to a petition in bankruptcy filed by or against the Independent Contractor, or is placed under control of a receiver, liquidator, or committee of creditors, attempts to assign this Agreement without A KEEN SIGNATURE SERVICES', LLC prior written consent, ceases to function as an Independent Contractor. If this Agreement is terminated, A KEEN SIGNATURE SERVICES, LLC will pay the Independent Contractor in accordance to the terms described in this Agreement for all fees earned before the effective date of the termination. The parties to this Agreement expressly agree, that with the exception of those payments described in this Agreement, no indemnity or termination benefits will be due or payable to the Independent Contractor on termination of this Agreement, and the Independent Contractor expressly waives the application of any law, statute, collective contracts, or custom to the contrary.
- J. Modification: No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Georgia. This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous, presentations, and understanding of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the parties.
- K. Arbitration: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in Fulton County, Georgia, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in the court having jurisdiction thereof.

- L. Provisions: Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses:

Independent Contractor

A KEEN SIGNATURE SERVICES, LLC
P.O. Box 10859
Atlanta, Georgia 30310

All notices and other communications shall be deemed to be given at the expiration of three (3) days after the date of mailing. The address of a party to which notices and other communications shall be mailed may be changed from time to time by giving written notice to the other party.

Independent Contractor:

Signature

Printed Name

INDEPENDENT CONTRACTOR AGREEMENT

Closing Assignment

Exhibit A

1. Notary Requirements. Independent Contractor is required to be a notary with current public commission and in good standing in the state in which the assignments are to be performed. Independent Contractor shall follow all applicable standards of its local and state authorities.
2. Assignments Of Orders. Independent Contractor may not reassign orders to any other parties without the prior approval from A KEEN SIGNATURE SERVICES, LLC. In the event that an order is reassigned, the agent must provide the required documentation prior to completing the assignment.
3. Professional Presentation. Professional dress is required for all assignments or any contact with A Keen Signature Services', LLC clients. It is the responsibility of the Independent Contractor to arrive at the appointment location at the agreed upon time. If a time change is necessary, A Keen Signature Services, LLC must be notified immediately. Independent Contractor agrees to notify A Keen Signature Services, LLC if the appointment time cannot be met by any of the parties involved in the transaction. Independent Contractor is to introduce themselves to signers as a representative of A Keen Signature Services, LLC.
4. Closing Instructions. If closing instructions are included with Lender's package, Independent Contractor is responsible for following all instructions. If any of the instructions cannot be met, Independent Contractor must call A Keen Signature Services, LLC immediately.
5. Proper Identification. Independent Contractor is required to verify the identity of all signers through a valid driver's license, military identification, passport or other valid form of identification. The Independent Contractor shall not perform closing should the parties to the transaction be unable to meet the standards of current proper photo identification or any other standards applying to Notary Public activity. If photo identification cannot be provided, A Keen Signature Services, LLC must be contacted immediately.
6. Witness. A witness or witnesses may be required for each closing as required by the specific lender or by state law. The agent must make sure a witness or witnesses are present accordingly. If witness requirements cannot be met, the Independent Contractor must notify A Keen Signature Services, LLC immediately.
7. Cash to Close. If "cash from borrower" is due, the funds must be collected at the closing in the form of a cashier's check or certified funds.
8. Problems. If any problems should arise, where the loan will not close for any reason, Independent Contractor is to call A Keen Signature Services, LLC immediately with the signers present.
9. Closing Completion. Immediately following the execution of the documents, the Independent Contractor must call the office or the after hours mobile number to report the completion status. In addition, you must fax back a copy of the signed HUD to (404)530-2175 by 11:00 a.m. EST the following morning of the appointment.
10. Return Executed Documents. It is the responsibility of the Independent Contractor to return all documents to appropriate parties not later than following day of scheduled appointment or as directed on closing instructions.
11. Missing Signatures. If the Independent Contractor neglects to have any document(s) properly executed, the Independent Contractor will be required to return at a specified time upon request to have the document(s) executed at no charge.
12. Conflict of Interest. It is agreed that the Independent Contractor shall have no interest in the closing transaction or the related documents presented for signing other than his or her interest as an Independent Contractor for A Keen Signature Services, LLC. Independent Contractor shall notify A Keen Signature Services, LLC immediately in writing if such conflicts of interest may potentially exist.

13. Gross Negligence and Willful Misconduct. The Independent Contractor shall not “back date”, or in any way illegally alter any document. The Independent Contractor indemnifies A Keen Signature Services, LLC and holds A Keen Signature Services, LLC completely harmless for any damages resulting from Independent Contractor’s wrongdoing, whether as a result of gross negligence or willful misconduct.
14. Closing Instruction. Closing instruction discrepancies should be clarified.

I understand that this is not an application for employment. I understand that A KEEN SIGNATURE SERVICES, LLC does not function in any manner as an employer. I agree that I will act in the capacity of Independent Contractor as the decision to accept or decline the one-time act of document signing rests solely upon me. I further understand that I have full discretion as to the manner in which the instructions given to me by A KEEN SIGNATURE SERVICES, LLC are to be accomplished except as to deadlines established by the customers of A KEEN SIGNATURE SERVICES, LLC. Furthermore, I understand it is my responsibility to pay all applicable employment taxes, city, county, state and federal taxes that might arise from my self employment. Furthermore, I understand that this does not constitute an agreement with A KEEN SIGNATURE SERVICES, LLC to utilize my services for document signings. I understand that speed and accuracy are an important part of this document signing business. Thus any messages left by A KEEN SIGNATURE SERVICES, LLC for potential signings should in no way be construed as an agreement between A KEEN SIGNATURE SERVICES, LLC and myself to actually do business. All signings will be confirmed orally or electronically prior to acceptance by myself of said signing.

Independent Contractor:

Signature

Printed Name

If Independent Contractor is a company:

By: _____

Its: _____

A KEEN SIGNATURE SERVICES, LLC

By: _____

Its: _____