

Signature Closers, LLC Guidelines, Expectations, and Procedures Policy

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Notary Signing Agent Guidelines, Expectations, and Payment Procedures

Signature Closers, LLC is an independent notary signing agent network based in Columbus, Ohio. Our organization built its foundation upon the principles of industry-leading customer service, professional representation, proactive response, and courteous business practices.

As part of the Signature Closers Network, we expect you to focus on the same principles while representing Signature Closers, LLC as an independent contractor. Plan to exceed client expectations before, during, and after the closing.

Signing Expectations Overview

Each contract closing with Signature Closers, LLC is a separate fee-based arrangement whereby compensation is derived from the *completion* of a service. Completion is defined as the closing transaction/service being completed in full and successfully. A successful closing is one that meets or exceeds the guidelines and expectations in this document and the client's requirements in the closing instructions or confirmation emails. While we don't monitor or enforce how you carry out these expectations, please note this document summarizes the general industry expectations of title companies and lenders you will serve through our network.

If a closing is not successfully closed (documents not signed and not your fault) after you have made the trip to the closing location, then you may be entitled to a trip fee (typically half of the agreed upon closing fee). In the event that a transaction does not close and the independent signing agent fails to meet the expectations outlined below or by the client; the service rendered will be considered unfulfilled and no compensation will be provided for this service. In the event of conflicting information, our client will make the final decision regarding the authorization of a trip fee or payment on a signing or service rendered with complaints or issues. We do not authorize or make payments on closings that are cancelled prior to the closing (i.e. no printing fees are paid).

The agreed-upon fee will be provided in the initial confirmation email that you receive at the time of scheduling. Any change to the fees will need to be made in writing (email is acceptable) and authorized by Signature Closers, LLC to guarantee payment of such fee changes.

While each signing is a separate, stand alone, fee-based arrangement, Signature Closers reserves the right to offset multiple signing fees to cover additional costs incurred due to notary signing agent negligence or errors (i.e. Lifelock due to NPPI breach or other similar issues) that may exceed the signing fee of one signing.

Payment Procedures

Stewart Title issues direct deposit payments and physical checks sent via mail by the 5th of the month following any signings between the 1st and 15th and the 20th of the month following any signings between the 16th and EOM of the previous month. Direct deposit payments may post anytime between the 1st through 5th and 16th through 20th. Check your bank statement to confirm the actual deposit date.



Checks will take at least 5-10 days to be delivered via mail. To avoid that delay, please sign up for direct deposit. Follow the instructions in your profile to sign up for direct deposit with Stewart Title using Stewart's Enterprise Payment Portal.

Initially, checks are mailed to the address on your profile at www.signatureclosers.com. If you change your address, then you must also change your address with Stewart Title if you want them to mail the check to that new address. Signature does not communicate address changes to Stewart Title.

When payment is released, you will receive an email listing the direct deposit date or check number and the closings included in the payment. The payment information is available online at https://www.signatureclosers.com for future reference and you may download your history of signings and payments here also.

Some Signature clients will pay you directly. Your notary confirmation and payment email will indicate if the client will be paying you directly for the closing. Contact the client for payment timing.

Finally, for those that qualify based on IRS standards, your Form 1099-NEC will be mailed by Stewart Title by January 31 for the prior year.

Signing Agent Guidelines and Expectations

You are responsible for performing notary real estate signings and related services for Signature Closers, LLC by applying the following guidelines and any guidelines of our clients in addition to your general signing process. Please review:

1. Review and follow lender/title company instructions

Follow instructions given within the signing order. Lenders and title companies can vary with signing instructions, and it is your responsibility to review the specific closing instructions for each transaction to determine the signing needs.

2. Review documents before the closing

Review documents prior to the closing and take proactive steps to ask questions or note potential problems prior to the closing.

Contact borrowers prior to transactions

Contact the borrowers prior to a transaction to introduce yourself and confirm the appointment time and location when you have the contact information for the borrowers (unless instructed otherwise by the client).

If the appointment time or location changes while confirming the closing, you must let Signature Closers know about the new time or location or both before the scheduled closing time.



4. Understand and demonstrate a working knowledge of documents (What and Where)

Demonstrate a working knowledge of documents (what is being signed and where can I find that information?), the ability to summarize these documents, and the ability to point out information within these documents (interest rate, payments, etc.). You are NOT expected to answer specific questions (How or Why) pertaining to loan or title documents that should be reasonably addressed to the title company or a loan officer.

However, Signature Closers expects you do more than just show up to notarize documents. It is not acceptable for you to say, for example, "I'm just here to notarize documents." If you are not able to adequately summarize closing documents, Signature Closers can recommend training courses for you.

5. Dress professionally

Dress professionally and appropriately for closings. At a minimum, your attire should be business casual. No jeans. A tie is preferred and business professional dress is encouraged. Attire should be conservative, neat, and well kept.

6. Arrive on time to the closing location

Arrive on time and be proactive in making contact with our organization as well as the title company / borrower(s) / realtor(s) / loan officer(s) in the event you will be late.

7. Collect and mail funds

Properly collect and mail funds to the title company unless not applicable in states that do not allow notaries to mail funds.

Never collect cash.

8. Contact the title company if a personal check is provided

Contact the title company or review your closing cover sheet to determine the acceptable amount of a personal check in the event the borrower seeks to pay with personal funds.

9. Do not provide legal advice or your opinion on the transaction

You should never provide legal advice or your opinion on the transaction. Refer borrower to title for guidance on questions.



10. Know and abide by state specific laws

Be aware of state specific laws and customs and abide by these laws and customs even without instructions specific to the state from Signature Closers or the title company.

Contact the National Notary Association or your state's licensing board if you have questions.

a. Understand difference between and usage of Jurats and Acknowledgements

Jurats are typically found on affidavits and certifications. By signing the document, the signer swears before you, the notary, that the statements made in the document are true. The purpose of the Jurat is to compel truthfulness, so you will need to obtain a verbal oath from the signer of the document containing the Jurat.

Acknowledgements are typically found on security instruments, powers of attorney, subordination agreements, and other documents containing terms and conditions. By signing the document, the signer agrees to be bound by the provisions in the document. The purpose of the acknowledgement is to evidence the authenticity of the signature and to ensure it can be trusted as genuine.

11. Return closing packets in manner received and return day of closing

Return printed closing packets in the order in which they were received electronically (unless the client requests a specific stacking order for return). Send them overnight the same day as the closing unless the closing completes after the latest drop-off for the night. If the latest drop-off time has passed, you *MUST* tell us after the closing, so we can proactively inform the client. When shipping documents back, you must use a FedEx or UPS envelope or Pak when documents will fit. Special permission may be requested to use another package to ship documents back in the rare event that the closing documents will not fit in a Pak. Document pick-ups should *not* be scheduled with FedEx or UPS. The closing rate will be reduced by any additional shipping costs that result as a failure to follow these instructions.

Never reuse a shipping label that you have used previously.

12. Fax or Scan documents after the signing

If required, scan or fax signed closing documents to the appropriate party after the signing in the timeframe outlined in your instructions from the client. The signing request and also signing instructions will indicate if scanning/faxing the documents is necessary. The preferred method of delivery is for you to scan and upload signed signing documents to the signing via your portal on the site. Fax should be used as a last resort. Sending scanned documents via email will be subject to a service fee for failing to upload documents.



13. Be courteous, professional, friendly, and knowledgeable

Present a courteous, professional, friendly, and knowledgeable image of yourself, the lender, the title company, and Signature Closers, LLC at all times. Do not speak negatively about any of these entities at a signing or conduct a signing with a poor or negative attitude. Do not discuss religion, politics, pandemics, or anything unrelated to the signing that could be deemed controversial or disruptive to the signer's experience. If you would prefer not to complete the closing, then please contact Signature Closers, LLC prior to the signing. As an independent contractor you are free to accept or decline any assignment if the client requirements or expectations are not acceptable to you. If you accept the signing, be your best self.

14. Report all consumer complaints immediately after the closing

It is imperative that you report all negative comments or concerns associated with the lender, loan officer, title company, Signature Closers, or any other party involved in the signing process to us immediately after the signing. You must submit this information to Post-closing@signatureclosers.com to initiate our "Customer Concern Process" which is consistent with CFPB requirements and ALTA Best Practices. Failure to provide this information may result in a reduced or forfeited fee.

15. Go alone to the signing

Do not bring friends, family, or pets to a signing.

16. Confirm the status of the signings within 2 hours of the signing date and time

Within two hours after you complete the signing, let us know the signing was completed successfully or to request a trip fee. Use the Signing Catch mobile app or log on to https://www.signatureclosers.com and click the *Update Status* link next to your signing. Failure to provide this information within 2 hours of the scheduled closing time may result in a \$5-\$25 deduction from your signing fee depending on client requirements.

See next section for further details.

17. Update your Signature Closers, LLC profile

Log in to your profile on Signature Closers, LLC to review what compliance documents and contact information we have on file for you. Email updated compliance documents to compliance@signatureclosers.com for review. Compliance will save the documents to your profile after they have been reviewed.

To be in compliance, you must have a valid notary certificate (for states covered), errors and omissions insurance, title producer's license when applicable, bond when applicable, and social

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security number or business tax ID on file. You will also need to acknowledge an electronic copy of our "Guidelines, Expectations, and Procedures" and "Subcontractor Agreement" to be paid.

Your account credentials are emailed to you automatically when we add you to the Signature Closers Network. Please add <u>scheduling@signatureclosers.com</u> to your "safe senders" list, so your spam filter or firewall does not accidently block emails from Signature Closers, LLC.

18. Review checks and payment status online

Use the Signature Closers, LLC website to reconcile payments received with signings performed. The check you receive will not include a reference to file numbers or signings although the email will include remittance information. You should be able to match your check received to signings performed in the previous month.

19. Deposit checks within 45 days of being issued

Deposit your payment check within 45 days of Signature Closers, LLC issuing the check to you. After 45 days, your check may be null and void and may be subject to a fee when reissued.

20. Limit outsourcing of signings to other notaries

Limit outsourcing your signings to other notaries. Tell us if you have a partner or team of notaries, so we can note your account. When assigning a signing to you, we will ask for the name of the notary that will complete the signing. If the notary changes, you must tell us the name of the notary that will complete the signing prior to the signing. If title informs us of a discrepancy between the notary's name in the confirmation and the name of the notary on the signed documents, then your signing fee will be waived.

You are responsible for providing us valid background checks (see Signing Professionals Workgroup Background Screening standards), E&O, Title Producer's Licenses (where applicable) and notary certificates for outsourced notaries. Failure to provide this information will prohibit your usage of these notary signing agents on our closings. In addition, your acceptance of this agreement, our subcontractor agreement, and any assignments extends to any independent contractor that you assign to our transactions.

21. Protect and secure documents and Non-Public Personal Information (NPPI)

Protect documents received from Signature Closers, LLC by following ALTA's Best Practices for protecting Non-Public Personal Information (NPPI). The documents may contain consumer financial information and non-public information that you are responsible for securing. Electronic copies of the documents should be deleted from your records (including printer hard drives) after the scheduled closing time. Printed documents not returned to Signature Closers, LLC, the consumer, or another party involved in the transaction should be destroyed by shredding the documents.

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Never leave documents unattended (e.g. on a porch for a courier). Finally, "wipe" or clean all hardware memory prior to disposal. (See Gramm-Leach-Bliley (GLB) Act Notice.)

Other areas of attention to protect signer(s) NPPI include:

- Emailing documents to any party including the signer. Notify Signature Closers or the title company of a request for emailed documents and they will be sent securely through us.
- You should personally handle all documents. Do not allow a third party (even family members) to access or transport documents on your behalf. You are vetted and background checked through us. They are not.
- Pay extra attention to printed copies of the signer(s) documents to ensure you do not
 provide the signer(s) copy of their documents to the wrong signer. This is especially
 important if you have multiple signings in one day. Perhaps use a folder with the signer's
 name on it to separate copies of printed documents.
- Ensure you use proper packaging to return the documents after signing. Many companies require the usage of a Fedex Pak (or similar packaging through UPS). If the package is damaged during shipment, the signer(s) NPPI is exposed and you will be held responsible for failing to use the required shipping packaging.

Immediately report any security incidents involving NPPI that may have exposed a client's information to unauthorized parties. Email scheduling@signatureclosers.com with the subject "Urgent Security Incident" and explain the issue in detail. Together, we will determine who needs to be notified, plan a resolution, and resolve the incident following Signature's Incident Response Policy.

22. Maintain a record of all notarizations

Maintain a document or log of any document you notarized during a signing with Signature Closers.

23. Complete any post-closing requests within 24 hours of receipt

Upon receipt of a post-closing request, you must complete the request within 24 hours unless otherwise stated by the title company. The time to complete the request may require it be completed before the end of the current business day. No additional compensation will be provided for corrections. In certain situations, additional compensation may be provided for documents that title should have provided originally for the closing.

24. Confirm any shipped packages are tracking

You should report any packages that are not tracking by noon the following business day after the documents were dropped. You are responsible for locating the missing documents with the shipping company. Obtaining a receipt when dropping documents is highly recommended and will serve as protection for you in the event of a dispute.

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25. Operate according to The Certified Signing Specialist Code of Conduct

As an additional tool to guide and educate, operate according to the Certified Signing Specialist Code of Conduct outlined by the Signing Professionals Workgroup.

Reference: http://signingprofessionalsworkgroup.org/code-of-conduct

26. Refer to the Certified Signing Specialist Signing Script

Refer to the signing script published by the Signing Professionals Workgroup as a means for creating a consistent customer experience from loan to loan and signing professional to signing professional. It is a guideline you can follow when conducting the closing.

In addition, the script provides descriptions of particular closing documents to present to the borrower. These descriptions will help the you, who as a Notary Public is generally prohibited from explaining documents, from providing unauthorized legal or financial advice to borrowers.

Reference: http://signingprofessionalsworkgroup.org/signing-script

27. Maintain confidentiality of all client information

You must keep confidential all information relating to any signer, title company, lender, or other affiliated party encountered during a signing. The information obtained as a result of an accepted signing assignment should only be used to the extent required during the course of performing the necessary duties to complete this signing.

28. Certifications, Insurance, and Legal Proceedings

By accepting any available signing from Signature Closers, you acknowledge the following:

No insurance coverages previously provided or documented have been canceled or lapsed and the amounts and types of coverage have not changed. It is highly recommended that you maintain Professional Liability Insurance and General Liability insurance in addition to Notary Errors & Omissions Insurance for your protection. You agree to indemnify and hold harmless Signature Closers for any claims arising out of the performance of your duties as a notary signing agent as well as other general liability claims or automobile related claims that may arise during the scope of your work as an independent contractor for Signature Closers.

All licenses, commissions, certifications, and/or appointments are in good standing (not suspended, revoked, or cancelled) and there is no complaint or legal action that has been filed or is pending against you.

29. Computer Systems, Services, and Devices

By accepting any available signing from Signature Closers, you acknowledge the following:



All computer systems, services, and devices that have access to Confidential Information (NPPI) or are used to download and print such information are password protected or require authentication before gaining access.

All computer systems, services, and devices have a current and active anti-virus solution running.

Passwords meet the minimum password standards set forth by Signature Closers and are changed regularly (not to exceed 90 days).

If hardcopies of Confidential Information (NPPI) are stored or maintained, storage and maintenance is secure, and retention is to the minimum length required by law or necessary for the business use of such information. Additionally, Confidential Information (NPPI) is to be destroyed in a way that all information is permanently inaccessible. This should be done immediately in the event of a cancelled signing.

A clean desk policy should be maintained and all NPPI should not be accessible when it is not in use.

Confidential Information (NPPI) is not to be used for any other purpose outside of the real estate signing transaction and any disclosure to a third party must be approved by Signature Closers and the title company and lender client in writing and on a need to know basis.

All email solutions must use an encryption tool or service when sending or receiving emails containing NPPI. You are aware that most services provided by Gmail, Yahoo, or similar email providers are not considered encrypted tools or services. Documents containing NPPI can be securely uploaded to your portal on the Signature Closers site in lieu of an encrypted email solution.

Documents containing NPPI or other Confidential Information should be deleted from the download folder on your computer system or device regularly and should never be stored for longer than five business days after the completion of the signing event to meet the requirements of ALTA's Best Practices.

30. Accept and respond to automated phone calls and text messages from Signature Closers

You consent to Signature Closers making automated phone calls and sending automated text messages to provide you notice of available signings or other status notifications before, during, and after the signing.

Penalty for Failing to Follow Guidelines or Meet Expectations

Failure to follow the guidelines or to meet the expectations in this policy may be deemed to be an unfulfilled commitment or service and could merit non-payment for signings performed, a \$25 fee reduction for each of the guidelines outlined above that was not met, or even elimination from our network.



Post-Closing Procedure: Update us within 2 hours of your closing's time

As noted in the previous section's guidelines, within two hours after the scheduled closing date and time, please complete **one** of the following options to update us about the status of your closing:

Option 1: Update the closing status on the Signing Catch mobile app Using your Apple or Android device, download the Signing Catch app from your device's app store. After logging in, you'll see a list of closings to which you are assigned on the Assigned tab. (Any available closings will be on the Available tab for you to take and assign to yourself.)

Option 2: Update the closing status on SignatureClosers.com Using your computer, complete the following steps:

- 1. Using your Internet browser, go to https://www.signatureclosers.com.
- 2. Log in using the Signature Closers Network Access fields at the top of the screen:



After successfully logging in, you will see a list of closings to which you were assigned.

- 3. Click the *Update Status* link next to the closing you completed. A window opens with the closing's details.
- 4. Select Closed or Trip Fee.
- 5. Optionally, enter any comments you would like to provide us about the closing.
- 6. Click Submit Update. You successfully updated the closing.

You will receive a confirmation email when the closing is updated in our system.



Gramm-Leach-Bliley (GLB) Act Notice

The Gramm-Leach-Billey (GLB) Act requires companies and their vendors defined under the law as "financial institutions" to ensure the security and confidentiality of Non-Public Personal Information. As part of its implementation of the GLB Act, the Federal Trade Commission (FTC) issued the Safeguards Rule, which requires financial institutions under FTC jurisdiction to have measures in place to keep Non-Public Personal Information secure and free from misuse and corruption.

The privacy regulations and information security regulations and guidelines issued by the federal financial regulators pursuant to Title V of the Gramm-Leach-Bliley Act ("GLBA") went into effect in July 2001. Pursuant to those regulations and guidelines, financial institutions and Independent Contractors with access to confidential data are required to ensure that anyone who has access to Non-Public Personal Information provides for confidentiality and security of such information.

Except as may be reasonably necessary in the ordinary course of business to carry out the activities to be performed by you under your agreement(s) with Signature Closers or as may be required by law or legal process, you will not disclose any Non-Public Personal Information to any third party other than Signature Closers or our title company clients.

You will not use the Non-Public Personal Information other than to carry out the purposes for which, such Non-Public Personal Information was disclosed by Signature Closers unless such other use is expressly permitted by a written agreement executed with Signature Closers or required by law or legal process. You will take all reasonable measures, including without limitation such measures as it takes to safeguard this confidential information, to ensure the security and confidentiality of all Non-Public Personal Information, to protect against anticipated threats or hazards to the security or integrity of such Non-Public Personal Information and to protect against unauthorized access to or use of such Non-Public Personal Information.

During the entire course of our business relationship, you shall implement and maintain "appropriate safeguards" as that term is used in section 314.49(d) of the FTC Safeguard Rule, 16 C.F.R. part 314 (the "FTC Rule") for all "Consumer Information" as that term is defined in section 314.2(b) of the FTC Rule.

You shall promptly notify Signature Closers in writing or via email of each instance of unauthorized access to or use of that Non-Public Personal Information that could result in substantial harm or inconvenience to a customer of Signature Closers or unauthorized alteration, destruction, disclosure, misuse, or other compromise of that Non-Public Personal Information.

You shall indemnify, defend and hold harmless, Signature Closers for security breaches, violations of GLBA caused by negligence or misconduct, and loss or material alteration of Non-Public Personal Information.



Questions? Comments?

If you have any questions before, during, or after the closing, please contact one of coordinators by calling (888) 677-7462, option 3.

We appreciate your service and the work you do for our clients and for Signature Closers, LLC. We look forward to a prosperous relationship with you!

Company Address

3136 Kingsdale Center, #117, Upper Arlington, OH 43221

Company Fax

(888) 677-6866

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