

All Certified Notaries

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into this _____ day of _____, 2008, by and between; _____ an individual (hereafter "Notary"), and

ALL CERTIFIED NOTARIES, conducting business located P.O. Box 8473, Mission Hills, California 91346.

WHEREAS, on behalf of certain real estate, escrow, mortgage, title, estate planning, banking, lenders, real estate brokers and other ALL CERTIFIED NOTARIES clients in need of notary service, ALL CERTIFIED NOTARIES identifies and locates licensed Notaries Public who are willing to provide notary services in locations that are convenient for the Customer of such clients ("Customer").

WHEREAS, Notary's are validly licensed in the state in which he/she provides notary services and is willing to drive to such locations deemed convenient for the Customer.

WHEREAS, ALL CERTIFIED NOTARIES desires to contract with said Notary to provide the services described above, and Notary's are willing to provide his/her services on the terms and conditions more fully discussed below;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement. The parties agree as follows:

1. Purpose and Scope

Upon receiving a request for notary services ("Order") in the general geographic area of Notary's operations. ALL CERTIFIED NOTARIES shall contact said Notary for the purpose of establishing Notary's availability and interest in accepting the Order. It is agreed and understood that said Notary is free to decline any and all Orders without penalty.

In the event said Notary accepts the Order, the said Notary shall contact the Customer for the purpose of establishing a mutually convenient time and place to provide notary services. All notary services must be performed in strict accordance with the Laws of the State in which Notary is licensed.

2. Status and Term of Independent Contractor

Said Notary enters this Agreement for no specific term and may be cancelled by either party at any time. Any such cancellation shall not, however, affect Notary's compensation for the provision of notary services prior to the effective date of any termination.

3. Compensation and Method of Payment

During the term of term of this agreement, ALL CERTIFIED NOTARIES agrees to and shall pay the said Notary the fees that were negotiated prior to scheduling the Loan Signing. Any other services rendered by Notary, such as receiving documents via e-mail or fax, photocopy of documents, etc. shall be negotiated prior to the signing appointment and approved by ALL CERTIFIED NOTARIES.

To receive payment for services, said Notary must report the signing status and completion to ALL CERTIFIED NOTARIES throughout the signing process and the completion status no later 9 am EST the "next business day" following the signing appointment.

All Notaries' shall provide this information by calling ALL CERTIFIED NOTARIES during working hours at 866-581-8631 or faxing the signing completion form anytime to (XXX) XXX-XXXX

NOTARY shall disburse funds no later than 35 days after the completion of each document signing.

4. Representations of Notary

a. Office Space. During the term of this Agreement, said Notary shall maintain his/her

Initials: _____

own place of business and equipment needed to operate their business separate and apart from ALL CERTIFIED NOTARIES. Notary shall not rent any office space or equipment owned and/or occupied by ALL CERTIFIED NOTARIES.

b. Business. Notary represents and warrants that he/she holds themselves out to the public as a separate business, and that he/she may contract with clients other than ALL CERTIFIED NOTARIES with respect to the provisions of notary services.

c. Taxes and Expenses. It is agreed and understood that said Notary shall be responsible for the payment (when due) of all his/her own income taxes incurred as a result of compensation paid by ALL CERTIFIED NOTARIES to said Notary for services rendered under this Agreement.

d. Licenses and Permits. Said Notary represents and warrants that he/she possesses all licenses permits and commissions required to operate as a notary in the state in which he/she provides notary services, and that during the term of the Agreement, said Notary shall renew all licenses, permits and commissions required hereunder prior to their expiration and that he/she will fully comply with all applicable laws, ordinances, and regulations.

e. Capacity to Contract. Said Notary represents and warrants that he/she is free to enter into this contract in his/her individual capacity, and no additional authorizations or approvals are necessary.

5. Representations of ALL CERTIFIED NOTARIES

a. Licenses and Permits. ALL CERTIFIED NOTARIES represents that it is a corporation duly licensed and in good standing under the laws of the state of California. If any time ALL CERTIFIED NOTARIES licensed is revoked or otherwise suspended, ALL CERTIFIED NOTARIES shall so advise said Notary this Agreement shall automatically terminate.

b. No Control. ALL CERTIFIED NOTARIES represents and warrants that it will not control or attempt to control any aspect of said Notary's business and/or practices, and that subject to applicable rules and regulations, the said Notary shall be completely free and unrestricted to provide services without directions from ALL CERTIFIED NOTARIES.

c. Capacity to Contract. ALL CERTIFIED NOTARIES represents and warrants that it is free to enter into this contract in its corporate capacity, and no additional authorizations or approvals are necessary.

6. Termination

This Agreement shall continue in full force and effect until terminated by either party at any time.

7. Confidentiality

Said Notary acknowledges that during the course of this Agreement, he/she will receive and have access to Confidential Information. This information is highly valuable, and is a unique asset of the business of ALL CERTIFIED NOTARIES and ALL CERTIFIED NOTARIES clients. The disclosure of such Confidential Information would cause incalculable and irreparable damage to ALL CERTIFIED NOTARIES and ALL CERTIFIED NOTARIES clients. As such, said Notary agrees not to disclose and/or use at anytime during or after the term of this Agreement and proprietary, confidential or company private information of ALL CERTIFIED NOTARIES or ALL CERTIFIED NOTARIES clients, including, without limitation, those relating to:

(a) The business, conduct, or operations of ALL CERTIFIED NOTARIES, or of any of its respective clients, customers, consultants, or licensees.

(b) Any methods, ways of doing business, used in the sale, use for marketing of the other products and/or services or (c) Any of ALL CERTIFIED NOTARIES client list(s), pricing information on or other policies.

8. Indemnification

Said Notary agrees to indemnify, defend, and hold ALL CERTIFIED NOTARIES free and

harmless from all claims, demands, losses, cost, expenses, obligations, liability, damages, recoveries and deficiencies including interest, penalties and attorney's fees, that ALL CERTIFIED NOTARIES may incur as a result of any misstatement or false representation that may be made by said Notary in connection with performing services.

9. Miscellaneous

a. Relationship between the Parties. It is agreed and understood that said Notary is an "Independent Contractor" performing and rendering services identified and set forth in this Agreement and the subject arrangement in no way established a employer-employee relationship between said Notary and ALL CERTIFIED NOTARIES , and/or said Notary and ALL CERTIFIED NOTARIES employer.

ALL CERTIFIED NOTARIES understands and agrees that it does not have the exclusive use of said Notary and that the said Notary is free to contract for the same and similar services with any other entities.

b. Governing Law. This Agreement, along with all claims or disputes arising out of or relating to this Agreement, shall be governed by and construed under the laws of the State of California.

c. Rights of Third Parties. Nothing in this Agreement, expressed or implied, I intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto.

d. Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regards to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties.

e. Severability. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provision shall not in any way be affected or impaired by the invalidity, illegality, or unenforceability.

f. Headings. The various heading of this Agreement are for convenience of reference only, shall not affect the meaning or interpretation or this Agreement, and shall not be considered in construing the Agreement.

g. Waiver. No waive hereunder by either party or any failure to enforce any rights hereunder shall not be deemed to constitute a waiver of any provision hereof.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.

NOTARY PUBLIC ALL CERTIFIED NOTARIES

By: _____ NOTARY PUBLIC

By: _____ All CERTIFIED NOTARIES

ALL CERTIFIED NOTARIES - PO BOX 8473, Mission Hills, CA 91343

Phone: 866-581-8631

Initials: _____