

Independent Contractor Agreement

This Independent Contractor Agreement is entered into this _____ of _____, 2006, by and between _____, an individual (hereafter "Notary"), and DocPros, Inc. Nationwide Signing Service (hereafter "DocPros"), a Corporation located at 41870 Kalmia Courtyard Ste. 110, Murrieta, CA 92562.

WHEREAS, on behalf of certain lenders, real estate brokers, escrow officers, and other DocPros clients in need of notary services, DocPros identifies and locates commissioned Notaries Public who are willing to provide notary services in the homes, offices and/or other such locations deemed convenient for the customers of such clients ("Customer").

WHEREAS, Notary is validly commissioned in the state in which he/she provides notary services, and is willing to travel to the homes, offices, and/or other such locations deemed convenient to the customer.

WHEREAS, DocPros desires to contract with Notary to provide the services described above, and Notary is 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, DocPros shall contact Notary for the purpose of establishing Notaries availability and interest in accepting the Order. It is agreed and understood that Notary is free to decline any and all Orders without penalty.

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

AT NO TIME is the notary authorized to sub-contract out the Order to another Notary. DocPros has a strict screening process & insists on a direct relationship with any Notary providing service to the Customer.

2. Status and Term of Contractor

This Agreement is 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 this agreement, DocPros agrees to and shall pay to Notary the fees outlined below:

Signing completed in escrow office	\$65.00
Signing completed outside of escrow office	\$65.00
Signing completed and notary travels: negotiated on a file by file basis	
Notary meets with customer, but customer refuses to sign	\$50.00
Notary waits for 30 minutes, customer no shows	\$50.00
Appointment cancels within 1 hour of scheduled time	\$30.00
Second set of loan documents, add:	\$25.00
Notary receives docs via email, prints on laser printer, add:	\$25.00
Appointment cancels more than 1 hour before scheduled time:	\$00.00
Notary error which results in a second signing or financial loss to DocPros	\$00.00

Any other services provided by Notary, such as picking up or delivering docs, etc. shall be negotiated prior to the signing appointment.

To receive payment for services, Notary must report to DocPros the completion status of every signing no later than 9 am PST the business day following the appointment. Notary shall provide this information by faxing the signup request with the Notary section completed to DocPros at 951-698-8410 or e-mailing the appropriate scheduler with tracking info for return docs. Any problems or questions during the signing should be reported to DocPros immediately.

DocPros shall disburse fees for each signing within 30 days of completion. If Notary receives fees for multiple signings on one check, each file shall be referenced separately for accounting purposes.

4. Representations of Notary

- a. Office Space. During the term of this Agreement, Notary shall maintain his/her own place of business and equipment needed to operate their business separate and apart from DocPros. Notary shall not rent or use any office space or equipment owned and/or occupied by DocPros.
- 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 DocPros with respect to the provision of notary services.
- c. Taxes and Expenses. It is agreed and understood that the Notary shall be responsible for the payment, when due, of his/her own income taxes incurred as a result of compensation paid by DocPros to Notary for services rendered under this Agreement. DocPros shall provide with a 1099 tax form at the end of each tax year detailing the total compensation disbursed from DocPros to Notary.
- d. Licenses and Permits. Notary represents and warrants that he/she possesses all licenses and permits required to operate as a Notary Public in his /her home state. Notary shall also renew all licenses required hereunder prior to their expiration and shall fully comply with all applicable laws, ordinances, and regulations.
- e. Capacity to Contract. Notary represents and warrants that he/she is free to enter into this contract in his/her individual capacity, and that no additional authorizations or approvals are necessary.

5. Representations of DocPros

- a. Licenses and Permits. DocPros represents that it is a sole proprietorship duly licensed and in good standing under the laws of the state in which the notary is commissioned. If at any time DocPros' license is revoked or otherwise suspended, DocPros shall so advise Notary and this agreement shall automatically terminate.
- b. No Control. DocPros represents and warrants that it will not control or attempt to control any aspect of Notary's business and/or practices, and that subject to applicable rules and regulations, Notary shall be free and unrestricted to provide services without direction from DocPros.
- c. Capacity to Contract. DocPros represents and warrants that it is free to enter into this contract in its 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 anytime.

7. Confidentiality

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 DocPros and DocPros' clients. The disclosure of such Confidential Information would cause incalculable and irreparable damage to DocPros and DocPros' clients. As such, Notary agrees not to disclose and/or use at anytime during the term of this Agreement any proprietary or confidential information of DocPros or DocPros' clients. This information includes, but is not limited to, that relating to: (a) the business, conduct, or operations of DocPros, or any of its respective clients, customers, consultants, or licenses; (b) any methods, ways of doing business used in the sale, use or marketing of the other's products and/or services; or (c) any of DocPros client list, pricing information or policies.

8. Indemnification

Notary agrees to indemnify, defend, and hold DocPros free and harmless from all claims, demands, losses, cost, expenses, obligations, liability, damages, recoveries and deficiencies, including interest, penalties and attorney's fees, as DocPros may incur as a result of any misstatement or false representation that may be made by Notary in connection with performing services. *As such, DocPros*

strongly insists that Notary does not discuss rates, loan terms, etc. at anytime during the appointment. Notary is permitted to assist the customer in any other way. However, all questions should be directed to lender or escrow, not to Notary. Notary accepts full responsibility for conducting themselves in a professional manner at all times.

9. Miscellaneous

- a. Relationship between the Parties. It is agreed and understood that Notary is and independent contractor performing and rendering services as set forth in this Agreement, and the subject relationship is in no way established as an employer-employee relationship between Notary and DocPros. DocPros understands that it does not have exclusive use of Notary and that 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 constructed under the Laws of the State of California.
- c. Rights of Third Parties. Nothing in this Agreement, expressed or implied, is 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 regard to the subject matter hereof, and supersedes all prior 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 that invalidity, illegality or unenforceability.
- f. Headings. The various headings of this Agreement are for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement, and shall not be considered in constructing the Agreement.
- g. Waiver. No waiver 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 HEREOF, the parties have executed this Agreement as of the date first written above.

NOTARY PUBLIC

DOCPROS

Patrick C. Maue