

TransContinental Title Company
2605 Enterprise Road East, Suite 300
Clearwater, FL 33759

Please return to: FAX NO. (866) 845-4330

ABTRACTOR ENROLLMENT FORM

Date: _____
Company Name: _____
Address: _____

Contact Person: _____

Office Phone: _____ **Fax No:** _____

Cell Phone: _____ **Home:** _____

Email: _____

**Note: Please only put an email address if you want orders to come to your email.*

Fed Tax ID # or Social Security #: _____

How many orders can you receive daily? _____

Errors & Omissions Insurance: Yes / No

**If YES, please enclose a copy of your policy for our records, if NO, please enclose a copy of your resume for our records.*

What is your Policy # _____ **And Effective Date** ____ / ____ / ____

What is your Policy Limit: \$ _____ **And Expiration Date** ____ / ____ / ____

Coverage Area(s): _____

Please include any other counties on a separate sheet of paper.

Current Owner charge: _____

Two-Owner charge: _____

Three-Owner charge: _____

Full Search (40 years): _____

Update/ Bringdown: _____

TURN-AROUND TIME: _____

ABTRACTOR VENDOR INSTRUCTIONS

ON EVERY SEARCH/ABSTRACT, WE NEED THE FOLLOWING:

1. COPY OF DEED OF CONVEYANCE WITH LEGAL DESCRIPTION
2. COPY OF MORTGAGE/DEED OF TRUST
(FIRST PAGE, SIGNATURE PAGE, AND LEGAL PAGE IS ALL WE REQUIRE)
3. COPY OF ASSIGNMENTS/MODIFICATIONS, IF ANY
4. COPIES OF ANY JUDGMENTS/ LIENS/ UCC'S/ BANKRUPTCIES
5. CURRENT TAX INFORMATION STATUS WITH PARCEL NUMBER
(TAX ID, FOLIO #, ETC...)

******PLEASE INCLUDE******

AMOUNT DUE/ PAID AND DUE DATE
ASSESSED VALUE AND LAND VALUE

6. EFFECTIVE DATE (DAY RECORDS ARE GOOD TILL)

Please initial and fax back!

Company _____
Initials _____

TransContinental Title Company

Non-Disclosure Agreement

This **Non-Disclosure Agreement** ("Agreement") is effective as of this _____, ("Effective Date") by and between _____ ("Abstractor"), and "TransContinental Title Company" ("Contractor").

_____ and TransContinental Title Company have entered into a Services Agreement whereby _____ will provide TCT and certain affiliated companies (TCT and such affiliated companies are collectively referred to as the "TCT Entities") with certain services ("Services"). _____ has agreed to furnish the services of Abstractor to perform all or portions of the Services.

NOW THEREFORE, in consideration of employment or engagement of _____ by TransContinental Title Company in connection with the Services, _____ hereby agrees as follows:

1. In connection with Abstractor's providing of some or all of the Services, TCT Entities or Contractor may disclose certain Proprietary Information to Abstractor. For the purposes of this Agreement, (i) "Proprietary Information" means Trade Secrets and Confidential Information; (ii) "Trade Secrets" means trade secrets as defined under Georgia law, as amended from time to time; (iii) "Confidential Information" means information that is of value to its owner and is treated as confidential other than Trade Secrets. So long as the foregoing conditions are met, Proprietary Information will include, without limitation, information created or obtained by TCT Entities or TCT Entities' customers, agents, or Contractor's, and the computer software and documentation of third parties.
2. Abstractor acknowledges and agrees that the Proprietary Information will remain the sole and exclusive property of TCT or a third party providing such information to TCT. The disclosure of the Proprietary Information to Abstractor does not confer upon Abstractor any license, interest, or rights of any kind in or to the Proprietary Information solely for performing the obligations of Abstractor to Contractor and the TCT Entities. Abstractor agrees to return to the applicable TCT Entity, upon request by the applicable TCT Entity, the Proprietary Information and all materials developed by or on behalf of Abstractor containing or based upon the Proprietary Information. Subject to the terms set forth herein, except as necessary to fulfill obligations in the Services Agreement, Abstractor will not disclose the Proprietary Information to any other party without TCT's advance written permission. Abstractor will protect the Proprietary Information of the applicable TCT Entity with the same degree of protection and care Abstractor uses to protect its own Proprietary Information, but in no event less than reasonable care. With regard to Trade Secrets, the obligations in this Section 2 will continue for so long as such information constitutes a Trade Secret. With regard to Confidential Information, the obligations in this Section 2 will continue for the term of the Services Agreement and for a period of five (5) years thereafter.

3. For purposes of this Agreement, "Work Product" will mean the data, materials, documentation, computer programs, inventions (whether or not patentable), pictures, audio, video, artistic works, and all works of authorship, including all worldwide rights therein under patent, copyright, trade secret, confidential information, or other property right, created or developed in whole or in part by Abstractor, whether prior to the date of this Agreement or in the future, that either (i) is created within the scope of the performance of the Services or (ii) has been or will be paid for directly or indirectly by a TCT Entity. All Work Product will be considered work made for hire by Abstractor and owned by TCT. If any of the Work Product may not, by operation of law, be considered work made for hire by Abstractor for TCT, or if ownership of all right, title, and interest of the intellectual property rights therein will not otherwise vest exclusively in TCT, Abstractor hereby assigns to TCT, and upon the future creation thereof automatically assigns to TCT, without further consideration, ownership of all Work Product. TCT will have the right to obtain and hold in its own name patents, copyrights, registrations, and any other protection available in the Work Product. Abstractor agrees to perform, during or after the term hereof, such further acts as may be necessary or desirable to transfer, perfect, and defend TCT's ownership of the Work Product that are reasonably requested by TCT.
4. To the extent that any works of authorship other than the Work Product are contained in the materials Abstractor delivers to a TCT Entity, directly or indirectly ("Licensed Materials"), Abstractor grants to TCT Entities an irrevocable, nonexclusive, worldwide, royalty-free license to: (i) use and distribute (internally or externally) copies of, and prepare derivative works based upon, the Licensed Materials and derivative works thereof, and (ii) authorize others to do any of the foregoing.
5. Abstractor agrees that TCT is an intended third party beneficiary of Abstractor's obligations under this Agreement and that TCT will have the right to enforce the terms and conditions of this Agreement directly.
6. Abstractor acknowledge that both parties would be irreparably harmed by any disclosure or use of Confidential Information by Abstractor and would suffer injuries for which damages at law would be inadequate. Both parties agree that they will have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction to prevent such unauthorized use. Both parties will not assert in any such proceeding that damages at law would be adequate.

By Signing this **Non-Disclosure Agreement**, Abstractor acknowledges and agrees to abide by the guide lines set forth in the terms of said agreement.

SIGNATURE

_____/_____/_____
DATE

PRINT NAME

PRINT COMPANY NAME

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										
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Employer identification number										
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

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Abstractor Payment Schedule

We perform auto-payment in our system each time we receive a search, which means we pay you automatically for each search as soon as we receive it. Please provide all extra charges (copies) on each individual search so we may pay you correctly.

All checks are cut between the 15th and 20th of every month, which will include all work done the previous month. For example, all work done in the month of March will be paid on your check sent in April, all work done in April will be paid on your check sent in May, and so on.

Due to our auto-pay system, there is no need to send a separate invoice every month.

PLEASE ADVISE: Due to our payment system, if copy costs are NOT added to your individual search, they will NOT be paid at a later date. All payment for an order can ONLY be made once, so please make sure that ANY additional costs are added to your search before you send it in. This system also goes for Updates, Document Retrieval orders, etc. Make sure to send an invoice with each order or you will not be paid later.