



**MORTGAGE
CONNECT**

Close With Confidence

**Signing Agent
Professional Setup Package**

Mortgage Connect, LP.

260 Airside Drive, Moon Township, PA 15108

Phone: (866) 789-1814 Fax: (866) 789-1845

<http://www.mortgageconnectlp.com>



Signing Agent Professional Setup Package

Mortgage Connect has set the standard for the customer experience that far exceeds other title and closing companies. Our growing organization has identified the need for an innovative approach to elevate the borrower's closing experience to the next level. We recognize that the closing table is where the borrower's confidence must be exalted to leave a lasting impression.

Today at Mortgage Connect, we manage relationships with many of the nation's largest lenders. With increased regulatory controls of the lenders by the Consumer Financial Protection Bureau (CFPB) and the OCC, third party oversight of closing agents is a key topic of concern to many of our national lenders. To allow our lenders full transparency into the process for their regulatory agencies, Mortgage Connect has developed a program that aids lenders in their needs within the current marketplace that includes a more professional closing experience and better clarity into the process.

Our network of certified closing specialists consists only of the most qualified and knowledgeable professionals who are able to provide the best loan signing services for our valued clients.

In order to maintain the highest level of quality and to aid our national lenders in their need to conform to the demands of these regulatory agencies, Mortgage Connect requires all signing vendors to go through an extensive approval process. Attached please find our New Signing Agent Setup package for your review. To be eligible to administer services of behalf of Mortgage Connect, you will need to complete and return this package, along with provide copies of all necessary documentation. We require:

- Summary of your coverage area including counties, cities and zip codes you cover and pricing, along with service types and # transactions/ years of experience
- Professional Resume
- List of Professional References
- Photocopy of Government Issued Identification with photo
- Photocopy of Current Notary License/Bond for each associate
- Photocopy of E & O insurance for each associate
- Photocopy of Background Screening for each associate
- Signed copy of our Independent Vendor Services Agreement
- Signed copy of W-9 form
- Supplier Diversity Checklist with Certifications if applicable
- Completion of Mortgage Connect signing agent training with certification
- Submission of monthly invoice utilizing Mortgage Connect approved billing statement

If you have any questions, please contact our Vendor Management team at 1-866-789-1814. You may also visit our website at www.mortgageconnectlp.com. We look forward to establishing a strong business relationship with you.

Sincerely,
Mortgage Connect Vendor Management Team



CONTACT INFORMATION

State: _____ **Main County:** _____

If you are a dual notary, please indicate additional state(s) _____

Type of Vendor: **Notary** **Attorney** **Title Company**

Name of Company or Individual Name: _____

Primary Contact: _____

Address: _____ **Billing Address:** _____

Phone #: _____ **Alt Phone #:** _____

Fax #: _____ **Cell #:** _____

Email Address: _____

Web Address: _____

Office handles bi-lingual signings: **Yes** **No**

If yes, list languages: _____

Copies of all of the following documentation are **MANDATORY**:

- ✓ Errors & Omissions Insurance
- ✓ Valid Government Issued Identification/Driver's License
- ✓ Notary License with Expiration Date
- ✓ Notary Bond
- ✓ Background Screening
- ✓ Professional Resume
- ✓ Bar Registration, if applicable
- ✓ Title Producer's License, if applicable (DC/IN/MD)
- ✓ Copy of Completed W-9



Signing Agent Professional Setup Package

Primary Counties:

Additional Counties:

CLOSING TYPES AND FEES:

ALL FEES MUST INCLUDE DOWNLOADING & PRINTING OF POSTED PACKAGE FROM OUR SECURE WEBSITE AND FAX BACKS OF THE CRITICAL DOCUMENTS. IF FEES VARY BY COUNTY, USE THE LINES ABOVE. **TX HELOC FEE SHOULD INCLUDE ROOM CHARGE.

Closing Types	Fee Amount	Years of Experience	# Closed in 12 months	# Closed in 24 months	# Closed in 36 months
Refinance	\$				
Purchase	\$				
1 st & 2 nd Piggyback	\$				
Reverse Mortgage	\$				
Mini Package 1 to 3 Docs	\$				
Loan Modification	\$				
CEMA (NY Only)	\$				
HELOC ** (TX Only)	\$				
E-Closing on Laptop	\$				



Please identify what software programs you have utilized to conduct E-Closings below:

Please identify your printer/computer equipment below:

WORK HISTORY

Please provide a summary of your work history, highlighting your loan closing experience:

Have you ever been counseled or reprimanded for errors or conduct pertaining to a loan closing?

- Yes No

If yes, please describe below, providing dates and outcome.

Have you ever been convicted of a misdemeanor within the last 10 years?

- Yes No If yes, please attach a letter of explanation.

Have you ever been convicted of a felony?

- Yes No If yes, please attach a letter of explanation.

If necessary, would you be willing to dress in a suit or uniform to conduct a closing? Mortgage Connect understands additional services may warrant additional compensation.

- Yes No

If necessary, would you be willing to follow a script for closing?

- Yes No



PROFESSIONAL REFERENCES

Company: _____ **Phone #:** _____

Address: _____

Email: _____

Contact: _____

Number of years you have been completing closings for this company?

_____ **Comments:** _____

Company: _____ **Phone #:** _____

Address: _____

Email: _____

Contact: _____

Number of years you have been completing closings for this company?

_____ **Comments:** _____

Company: _____ **Phone #:** _____

Address: _____

Email: _____

Contact: _____

Number of years you have been completing closings for this company?

_____ **Comments:** _____



INDEPENDENT VENDOR SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ by and between MORTGAGE CONNECT, LP and its affiliates, subsidiaries and assigns (collectively "MORTGAGE CONNECT"), having its principal place of business at 260 Airside Drive, Moon Township, PA 15108 and _____, an independent (CONTRACTOR) whose address is _____.

- 1. Services Rendered.** MORTGAGE CONNECT may, from time to time and in its sole and absolute discretion, utilize CONTRACTOR's services to deliver loan escrow and/or legal documents to prospective document signer(s), to obtain the signatures of the prospective document signer(s) on said documents (affixing notary seals as required by law or as per the instructions of MORTGAGE CONNECT or the prospective, mortgage lender or title company), and to return the signed documents at the instructions of MORTGAGE CONNECT, or the prospective, mortgage lender or title company (the "Services"). For each transaction in which CONTRACTOR's Services are utilized, MORTGAGE CONNECT shall provide, or have provided CONTRACTOR with the required loan documents and instructions via courier, prepaid U.S. mail, overnight delivery, or electronic means. CONTRACTOR shall comply with any and all instructions provided by MORTGAGE CONNECT and any mortgage lender or title company, or any state mandated regulations pertaining to document execution and recording. However, CONTRACTOR shall not have set working hours, and CONTRACTOR shall control CONTRACTOR's work and be solely responsible for the manner and details of CONTRACTOR's Services hereunder. CONTRACTOR will be responsible for confirming and attending appointments with the borrowers and all other necessary parties. CONTRACTOR will advise MORTGAGE CONNECT of any inability or failure to complete any signing as per the instructions provided to CONTRACTOR, immediately upon such inability or failure to complete the signing as per the instructions. Following each completed signing, CONTRACTOR shall return the completed loan document or transaction package to MORTGAGE CONNECT or to the mortgage lender or title company as instructed, within the specific time frame set forth in the instructions. As a condition of receiving payment for the Services rendered hereunder, CONTRACTOR shall provide verification of loan closing, return executed loan package within set time frame, and complete all special instructions to closing.
- 2. Compensation.** In consideration to CONTRACTOR for the Services to be performed hereunder, MORTGAGE CONNECT shall pay CONTRACTOR the compensation set forth on vendor set up sheet hereto. MORTGAGE CONNECT will pay the same upon receipt of monthly invoice. It is the responsibility of the CONTRACTOR to submit approved monthly invoice; MORTGAGE CONNECT shall have not financial responsibility for payments not billed within 12 months of the date service was performed. Payment of all courier and overnight delivery charges shall be the responsibility of MORTGAGE CONNECT, or the mortgage lender, or title company. However, any courier or overnight delivery charges incurred as a result of CONTRACTOR's negligence in performing the Services under this Agreement shall be borne by CONTRACTOR.
- 3. Term of Agreement.** This Agreement shall become effective on the date of execution hereof, and shall remain in force until terminated by either party. MORTGAGE CONNECT shall have the right to immediately terminate this Agreement in the event of any breach hereof by CONTRACTOR. In the event of any termination of this Agreement, all work-in-progress will be completed in accordance with the terms and



conditions set forth herein. If CONTRACTOR fails to perform as aforesaid, CONTRACTOR will receive no fees, costs, or expenses.

4. Representation and warranties of CONTRACTOR.

CONTRACTOR hereby represents and warrants to MORTGAGE CONNECT that:

- a. CONTRACTOR is and at all times during the term of this Agreement shall remain, duly licensed or commissioned, as applicable, as a Notary Public in the jurisdiction(s) where CONTRACTOR will be performing Services under this Agreement. CONTRACTOR is familiar with the duties of a Notary Public, and possesses the training and skills necessary to perform the Services hereunder.
 - b. CONTRACTOR possesses, and at all times during the term of this Agreement shall maintain, at his or her sole expense, errors and omissions insurance coverage in an amount of not less than \$25,000.00 per occurrence, and in the aggregate. CONTRACTOR also possesses, and at all times during the term of this Agreement shall maintain, at his or her sole expense, comprehensive general and vehicular insurance for claims and damages of bodily injury (including death) in the amounts of not less than \$300,000.00 per occurrence, and \$500,000.00 in the aggregate. CONTRACTOR will provide MORTGAGE CONNECT with certificates of such insurance coverage concurrently with the execution and delivery of this Agreement.
 - c. CONTRACTOR shall maintain, at his or her sole expense, all required licenses, permits, commissions, bonds and insurance applicable to Notaries Public in the jurisdictions where CONTRACTOR will be performing Services under this Agreement. Further, CONTRACTOR shall provide all Services hereunder in accordance with all state, federal and/or city local laws and/or regulations that may apply.
 - d. CONTRACTOR recognizes that timely performance of the Services is essential to the continued, efficient operations of MORTGAGE CONNECT's business. CONTRACTOR warrants that he/she will not respond to, or take, any assignment to perform Services hereunder unless CONTRACTOR can perform such Services in the time frame specified by MORTGAGE CONNECT. CONTRACTOR is required to remain in contact with MORTGAGE CONNECT regarding the status of each active job order assigned to CONTRACTOR.
- 5. Scope of Services.** From time to time CONTRACTOR will be required to accept funds due at closing made payable to MORTGAGE CONNECT. It is the CONTRACTOR's responsibility to forward all funds to MORTGAGE CONNECT immediately upon receipt.
- 6. No Opinions.** All questions arising during the course of a signing relating to the loan or transaction documents are to be referred immediately to MORTGAGE CONNECT or to the designated representative of the mortgage lender. CONTRACTOR shall not provide any opinion as to the loan documents or the funding process before or after the signing, nor render any legal advice to the borrowers or any other party. If legal advice is requested, CONTRACTOR shall refer the party to his or her attorney. All questions referring to loan specifics, non-legal in nature, shall be directed to the loan representative.



- 7. Confidentiality.** CONTRACTOR shall at all times maintain, as strictly confidential, any information received by CONTRACTOR from MORTGAGE CONNECT or from the mortgage lender, title company, or borrower in the course of performing the Services hereunder (the “Confidential Information”). CONTRACTOR will not, either during the term of this Agreement or at any time thereafter, use for CONTRACTOR’s own benefit, nor disclose to any third party not entitled thereto, any Confidential Information without the proper written consent of the party who furnished the same. In particular, CONTRACTOR agrees to keep confidential, and not to use or disclose to any other party any Nonpublic Personal Information which it received from or on behalf of MORTGAGE CONNECT, or the mortgage lender, title company, or borrower, in the course of performing the Services hereunder, except as may be strictly necessary to enable CONTRACTOR to perform his/her duties and obligations under this Agreement. The term “Nonpublic Personal Information” shall have the meanings set for in Section 509 of the Gramm-Leach Bliley Act (P.L. 106-102)(15 U.S.C. §6809) and implementing regulations thereof. The provisions of this Paragraph 7 shall survive the revocation or termination of this Agreement.
- 8. Independent Contractor.** It is understood by the parties hereto that CONTRACTOR shall at all times be deemed an independent contractor, and not an employee of MORTGAGE CONNECT. Except as otherwise set forth herein, CONTRACTOR shall be solely responsible for payment of all expenses incurred in performing the Services hereunder, as well as all federal, state and local taxes imposed on the compensation paid by MORTGAGE CONNECT. MORTGAGE CONNECT shall not make any withholding for such taxes from any compensation paid to CONTRACTOR. CONTRACTOR understands and acknowledges that in the event CONTRACTOR is paid in excess of \$600.00 in compensation under this Agreement in any calendar year, MORTGAGE CONNECT will file a Form 1099 MISC with the Internal Revenue Service and the appropriate state taxing agency(ies), and provide CONTRACTOR with a copy of the same, on or before January 31st of the following year. Concurrently with the execution of this Agreement, CONTRACTOR further agrees to execute an IRS Form W-9 to be provided by MORTGAGE CONNECT.
- 9. Miscellaneous.**
- a. Any notices required or permitted to be given by either party to the other party hereunder shall be given in writing, and shall be deemed given when personally served, or when deposited in the United States mail, registered or certified mail, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but either party may change its address by written notice in accordance with this paragraph.
 - b. CONTRACTOR agrees to indemnify and defend MORTGAGE CONNECT against, and hold MORTGAGE CONNECT harmless from all liability resulting from the negligence or willful misconduct of CONTRACTOR in connection with the performance of the Services hereunder. The provisions of this Paragraph 9(b) shall survive the revocation or termination of this Agreement.
 - c. MORTGAGE CONNECT and CONTRACTOR shall not be considered partners or joint ventures for any purpose. CONTRACTOR has no authority to sign, bind, or enter into any agreements on behalf of MORTGAGE CONNECT, nor act as an agent or employee of MORTGAGE CONNECT for any purpose,



including CONTRACTOR’s performance of his or her Services hereunder. CONTRACTOR shall act in all matters hereunder as an independent contractor and shall make no representations to the contrary to any person.

- d. This is a non-exclusive Agreement, and nothing herein shall be construed to prevent CONTRACTOR from providing Services to any other person, firm, or entity, including but not limited to, any competitor of MORTGAGE CONNECT, nor shall anything herein be construed to require MORTGAGE CONNECT to utilize any particular amount of Services from CONTRACTOR.
- e. This Agreement contains the entire statement of the agreement between the parties concerning the subject matter hereof, and supersedes and replaces all prior and contemporaneous agreements, promises, understandings, covenants, and communications between the parties concerning said subject matter, whether oral or written, express or implied. This Agreement may only be modified by an instrument in writing, signed by both parties hereto.
- f. CONTRACTOR shall not assign this Agreement or any rights hereunder without the prior written consent of MORTGAGE CONNECT, which MORTGAGE CONNECT may withhold in its sole, absolute, and subjective direction.
- g. In the event any legal action is instituted to interpret or enforce any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees and costs. Jurisdiction for any such action shall lie solely with the courts of the State of Pennsylvania, and venue shall be the County of Allegheny.
- h. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania.
- i. This Agreement will apply to, and bind the parties hereto, their legal representatives, successors and permitted assigns.
- j. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

THE CONTRACTOR UNDERSTANDS AND ACKNOWLEDGES THAT NOTHING HEREIN SHALL OBLIGATE MORTGAGE CONNECT TO UTILIZE THE CONTRACTOR’S SERVICES, OR ANY AMOUNT OF THE CONTRACTOR’S SERVICES. THIS AGREEMENT ENTITLES MORTGAGE CONNECT TO UTILIZE THE SERVICES OF THE CONTRACTOR WHEN AND AS NEEDED.

Executed the day and year first above written at _____.

CONTRACTOR

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 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 generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									

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. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



NOTICE, AUTHORIZATION AND RELEASE REGARDING EXISTING CERTIFICATES AND/OR INVESTIGATIVE CONSUMER REPORTS

I have provided or will provide to Mortgage Connect a copy of my background screening report.

I HEREBY AUTHORIZE Mortgage Connect to release, disclose and/or provide a copy of said report to any client, customer, lender or other financial institution for whom Mortgage Connect provides settlement or other services so as to evidence that I meet the requirements, qualifications and standards imposed by such lender or financial institution on person who receive or have access to consumer financial information or other confidential information.

FURTHER, I HEREBY AUTHORIZE Mortgage Connect to release, disclose and/or provide a copy of any and all forms, questionnaires, investigative reports, background checks, evaluations, analysis or other information that I have provided or caused to be provided to Mortgage Connect, or which Mortgage Connect has prepared, to any customer, client, lender or other financial institution on persons who receive or have access to consumer financial information or other confidential information. Based on the Consumer Financial Protection Board regulations and guidelines, I hereby authorize Mortgage Connect to release my supplied biography and photograph to any customer, client, lender or borrower involved in a signing I am conducting.

I hereby agree to attend GLBA and any other regulatory or security training offered by Mortgage Connect as deemed necessary.

I hereby agree and understand that this Authorization and Release will remain valid as long as I provide any services for or to Mortgage Connect and throughout my affiliation with Mortgage Connect. The matters and information which are covered by this Authorization and Release include, but are not limited to, information concerning my criminal history, motor vehicle history, character, or any other information requested.

I hereby release Mortgage Connect, to the full extent permitted by law, from any liability or claims arising from releasing, disclosing, providing and/or reporting information concerning me to any party pursuant to this Authorization and Release.

I agree that a copy or fax of this document shall be as valid as the original.

Signature

Date

Print

Vendor ID



SUPPLIER DIVERSITY QUESTIONNAIRE

In an effort to identify diverse businesses within our supply chain, please complete the following questionnaire. Your participation is strictly voluntary. If you have any questions, please contact your Mortgage Connect representative.

1. Company Ownership

Is the company at least 51% owned, operated, and controlled by one or more U.S. Citizens?

- Yes
- No

2. Business Type

(The company must be at least 51% owned, controlled, and actively managed by an individual or individuals that meet one or more of these business types) Check the box next to the business types that matches your type of diverse business.

- Minority Business Enterprise (MBE)
 - African American Male
 - African American Female
 - Asian Indian American Male
 - Asian Indian American Female
 - Asian Pacific American Male
 - Asian Pacific American Female
 - Hispanic American Male
 - Hispanic American Female
 - Native American Male
 - Native American Female
- Women-Owned Small Business Concern (WBE)
- Lesbian Gay Bisexual and Transgender Business Enterprise
- Veteran Business Enterprise (VBE)
- Disabled Veteran-Owned Enterprise (DVBE)
- Disabled Business Enterprise (DBE)
- Small Business Enterprise (Certified by U.S. SBA) (SBE)
- HUBZone Small Business Concern
- 8(a) Business Concern
- Historically Black College and University (Part B Institution)
- Small Disadvantaged Business Concern
- Not Applicable



3. Certification(s)

Check the box next to the certification category that matches the agency that issued your company’s certification.

- DOT, State, City, and Other Diversity Certifications
- US Small Business Administration (Federal)
- NMSDC Certification
- WBENC Certifications
- NGLCC Certifications
- Other: _____
- Not Applicable

Certification Information

*Please include a copy of your certification with this questionnaire

Agency: Certification Type (MBE, WBE, LGBT, VBE, DVBE, DBE, SBE, etc.):

Certification Number:

Expiration Date:

By my signature below, I attest that all information presented in this contract agreement is truthful, and I agree to comply with the terms and conditions of this agreement set forth herewith. It is understood and agreed by you that all references herein to Mortgage Connect apply equally to Mortgage Connects affiliates and subsidiaries, including, without limitation, any joint venture to which Mortgage Connect is a party.

I do hereby swear and affirm that the foregoing is true, complete, and correct. I also understand that if I become a vendor, any falsehood or misrepresentation I make on this contract will result in Mortgage Connect terminating its relationship with me.

Company Name: _____

Print Name of Business owner: _____

Signature: _____

Date: ____/____/____



GRAMM-LEACH-BLILEY (GLBA)

As you know, the privacy regulations and information security guidelines issued by the federal financial regulators pursuant to Title V of the Gramm-Leach-Bliley Act ("GLBA") went into effect on July 1, 2001. Pursuant to those regulations and guidelines, covered financial institutions, Mortgage Connect and their agents with access to confidential data are required to ensure that all Signing Agent Professionals and marketing partners who have access to customer information provide for confidentiality and security of such information. To facilitate our ability to demonstrate compliance with the privacy requirements of GLBA, we ask that you agree to the following, which will apply to all data provided to you by Mortgage Connect or any of its affiliates or subsidiaries.

As used herein, the term "Customer Information" shall mean any "nonpublic personal information" about the "customers" and "consumer" (as those terms are defined in Title V of the Gramm-Leach-Bliley Act and the privacy regulations adopted thereunder) of Mortgage Connect. "Signing Agent Professional" shall mean the party accepting below as "Signing Agent Professional" and each of its affiliates and subsidiaries that are now or hereafter may be providing any goods or services to Mortgage Connect.

- Signing Agent Professional hereby agrees that, except as may be reasonably necessary in the ordinary course of business to carry out the activities to be performed by Signing Agent Professional under its agreement(s) with Mortgage Connect or as may be required by law or legal process, it will not disclose any Customer Information to any third party other than affiliates of Signing Agent Professional or Mortgage Connect.
- Signing Agent Professional hereby agrees that it will not use any Customer Information other than to carry out the purposes for which, such Customer Information was disclosed by Mortgage Connect unless such other use is (a) expressly permitted by a written agreement executed by Mortgage Connect, or (b) required by law or legal process.
- Signing Agent Professional agrees to take all reasonable measures, including without limitation such measures as it takes to safeguard its own confidential information, to ensure the security and confidentiality of all Customer Information, to protect against anticipated threats or hazards to the security or integrity of such Customer Information and to protect against unauthorized access to or use of such Customer Information.
- Throughout the term of the Agreement, Signing Agent Professional 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 'customer information' as that term is defined in section 314.2(b) of the FTC Rule, owned by Mortgage Connect and delivered to the Signing Agent Professional pursuant to this agreement.
- Signing Agent Professional certifies that they will comply with their state's requirement for document retention for the license under which they are providing services to Mortgage Connect. Once the required retention period has expired, Vendor certifies that they will destroy any Mortgage Connect related work product via shredding and/or burning.
- Signing Agent Professional shall promptly notify Mortgage Connect in writing of each instance of (i) unauthorized access to or use of that customer information that could result in substantial harm or inconvenience to a customer of Mortgage Connect or (ii) unauthorized disclosure, misuse, alteration, destruction or other compromise of that customer information.
- Signing Agent Professional shall indemnify, defend and hold harmless, Mortgage Connect for security breaches, violations of GLBA caused by Signing Agent Professional's negligence or misconduct, and loss or material alteration of customer information.

Please acknowledge and accept the terms listed above by signing below.

Signature _____

Date _____



SIGNING AGENT CODE OF CONDUCT

You have been chosen to represent Mortgage Connect to conduct a closing. The borrower's closing experience is of the utmost importance. It is imperative that you adhere to the following policies and procedures:

Communication with the Borrower

- When contacting the borrower for any reason please use the following code of conduct:
 - A. Introduction: "Hello my name is First & Last Name, a signing agent for your title company Mortgage Connect. I will be closing your loan for Lender Name."
 - B. If you receive voicemail, you should leave a clear message to include your First & Last Name, that you are a signing agent for Mortgage Connect who is closing the loan on behalf of Lender Name. Please state your purpose for calling and give clear instructions for a call back including your area code.
 - C. Your call back number should have voicemail with your first and last name and a professional message.
 - D. When receiving a call back, do not discuss any information with caller until you have authenticated he/she is a party to the transaction.

Preparing for the signing appointment

- Obtain directions to signing location from a reliable source such as MapQuest or the borrower
- You must personally print two copies of the entire document package before signing; do not assign this responsibility to any other person. One is for execution the other copy is for the borrowers records. You may **never** send an electronic copy of the closing package signed or unsigned. If the borrower requests a signed copy, please contact Mortgage Connect.
- Confirm the documents are for that particular borrower prior to presenting them to the borrower. If an error is noticed, you must contact the Mortgage Connect Closing Coordinator immediately for guidance.

Punctuality

- Please be prompt. You must contact the borrower and the designated Mortgage Connect Closing Coordinator to advise of any delays PRIOR to the scheduled appointment time even if you are going to be 1 minute past the scheduled appointment time. Preferably, notification should occur to the borrower at least an hour prior to the scheduled appointment time. You should always alert Mortgage Connect to allow for lender notification as well.

Personal Appearance It is imperative that as a certified Mortgage Connect signing partner, you understand that you may NOT send anyone else to the signing appointment on your behalf.

Professional Attire

- Dress in professional, business –like attire:
 - Sport coats, suits, skirts to the knee, slacks/khakis, blouses, collared shirts are acceptable
 - You are not permitted to wear jeans, sneakers, t-shirts, shorts, beach sandals or any type of footwear that is open toe or has straps between the toes, i.e. flip flops
 - You are not permitted to show bare backs, cleavage, midriffs or hips.
 - No rips, tears, holes or shredding of any kind.
 - No distracting facial piercings or exposed body piercings
 - No inappropriate, distracting or obscene tattoos. (Must be covered)
 - No hair styles/color that are distracting such as mohawks, unnatural colors.
 - You are not permitted to wear any items with logos or writing on clothing. Exceptions are small logos such as Nike, Polo etc. with small logo over the pocket.

Courtesy

- Do not bring a guest (friend, child, spouse or pet). It is acceptable to bring an official witness as mandated by state requirements if one cannot be provided by borrower.
- Always use designated walkways/paths to get to the front door. Do not cross lawn and/or flowerbeds. Be careful not to track dirt or mud into the borrower's home.
- Greet the borrower with a handshake introducing yourself by first and last name as a signing agent of Mortgage Connect on behalf of Lenders Name. Wait to be invited inside. Once inside suggest an appropriate place to conduct the signing, such as a kitchen or dining room table.
- Be prepared to present identification to the borrower to establish your identity.
- If signing in a bank branch, be respectful of the banking center environment. You should connect with the bank personnel upon arrival to identify what space has been designated for the signing.

Conduct During the Signing

- Do not accept calls or text messages during your time with the borrower. All devices must be silenced. The customer must have your complete and undivided attention at all times. You may utilize your phone to contact the loan officer or Mortgage Connect closing coordinator with questions pertaining to the signing.
- Verify borrower identification and collect copies if applicable. Do not take photographs of any borrower information with a camera or smart phone.
- Always be present when the borrower is signing the documents; it is your duty as a signing agent/closing attorney to witness all signatures.
- Be patient. Borrowers should never be rushed through the signing process.

- For closing attorneys: Please conduct the closing in a manner that is consistent with the legal and ethical standards contained in the laws and rules promulgated by the state in which you are licensed.
- Be patient and accommodating. You **are not** permitted to give opinions about interest rates, closing costs or terms of the loan. You **are** expected to explain the function of each document within the closing package.
- If closings funds are due from borrower, **do not** accept any cash or checks made payable to you.
- If the borrower elects not to sign, you must contact Mortgage Connect Closing Coordinator at 1-866-789-1814 prior to leaving the closing table.
- Do not engage in personal conversation with the borrower at any time. Personal conversation can be defined as discussing anything unrelated or not associated to the closing. No discussions on sports, politics, religion, news events or even comments on the borrower's home are permitted.
- Double check the documentation for accuracy before closing and after closing.
- Respect the importance of this transaction and the companies that you represent.
- Thank the borrower for his/her time.

After Closing

- If required, scan and upload critical documents back to Mortgage Connect within two hours of the closing.
- Forward the executed closing package immediately to Mortgage Connect.

Customer Complaint Escalation Process

A complaint is a situation where a verbal or written problem is escalated due to dissatisfaction with handling of or resolution of the underlying issue which results in the customer using Complaint Trigger Language to:

- **Request to go on the record as being dissatisfied with the condition or resolution of a service request, or**
- **Reference seeking legal or media assistance, or**
- **Request to escalate their problem beyond your role.**

At the time of the settlement if the customer has a complaint as described above follow the escalation process indicated below. It is important to distinguish between a complaint and criticism. An example of criticism would be "The fees are too high." While we do want you to report to us any criticism expressed by the customer the notification to us does not have to be immediate.

- Immediately contact your Mortgage Connect representative who is on the assignment confirmation letter you received upon order assignment. If you are unable to reach that representative please follow the escalation list.

Document Security

To assure the confidential information of our lenders/borrowers is secure at all times, you should always adhere to the following guidelines:

- All documents must remain in your possession and secure at all times.
- Never leave unauthorized documents at a customer's home (another customer's documents).
- Lock car doors to secure data when in transit.
- Lock home or office doors.
- Secure all attachments such as checks, riders, etc.
- Secure all data - encrypt laptops.
- Lock or secure briefcase.
- Properly dispose of files that contain customer's sensitive information.

Faxing Documents to Mortgage Connect

Some lenders require the return of critical loan documents right after the closing has occurred. Please use the following guidelines when faxing:

- Do not hand loan documents to another party to copy or fax unless that party has express rights and permissions to that transaction.
- Ensure faxing is to a secured location and ensure recipient is available to receive data prior to sending.
- Confirm fax number prior to faxing documents.
- Ensure cover sheet is on all faxes.

Shipping Documents to Mortgage Connect

- Use secure method of delivery for shipping.
- Ensure all closing documents are for the intended recipient in the shipping package, do not co-mingle documents.
- Confirm the "ship to" recipient data - name, address, telephone.
- Retain all shipping/tracking data.
- Securely seal all packages.
- All packages must be inserted into the drop box never left on top of the box or delivered to an authorized shipping office.
- Document exact drop location.

Breach of Information Action

- Signing Agent to contact Mortgage Connect at 1-866-789-1814 immediately upon learning of breach.
- Ask to speak with the Senior Vice President of Compliance.
- Begin gathering information about the privacy event, impacted elements, data elements exposed with dates and locations.
- Do not implement any corrective action without written approval from Mortgage Connect.



Signing Agent Professional Setup Package

- Cooperate with Mortgage Connect investigation by participating in meetings as requested and providing timely responses to data requests.
- Implement Process Improvements to prevent future occurrences.

Fees

- All fees will be confirmed in writing prior to the appointment
- Signing agent shall not refuse to perform services for any assignments that have been previously accepted in dispute over a negotiated fee
- Signing agent will not accept any referral fee, fee split or “kick back”
- Signing agent must submit an invoice for payment for each completed assignment.
- Signing agent may NOT attempt to collect any of his/her fees from the borrower.
- Signing agent is responsible to submit an approved monthly billing statement; Mortgage Connect will not be responsible for any services not billed or invoiced within 12 months upon completion.
- The IRS will require backup withholding for any signing agent who does not supply a valid tax id on the W9 form.

Additional Items

- You agree to the terms of Privacy and Confidential Information.
- You agree to complete any training that Mortgage Connect reasonably requires. As a notary, you know and recognize the difference between acknowledgment and a jurat.
 - An acknowledgment ensures that the signature on the document can be trusted by the receiving agency. Many important documents, such as recordable documents, loan agreements, and powers of attorney require acknowledgments.
 - A jurat (verification upon oath) requires the signer to be compelled to truthfulness regarding the content of the document. The signer is required to take an oath/affirmation before the notary in order for the receiving agency to trust the signer’s statements within the document. Jurats are often performed on affidavits and depositions.
 - For both acknowledgements and jurats, the following must be true:
 - Signer personally appears
 - Signer is positively identified
 - For a jurat, the signer must swear to the content of the document.
 - Acknowledgements are more widely used, particularly within the context of a loan signing. Its main purpose is to positively identify the signer and verify that the signer signed freely.
 - Jurats must be signed in conjunction with an oath or affirmation being administered.



BACKGROUND SCREENING REQUIREMENTS

Mortgage Connect requires that all Signing Agent Professionals be background screened in order to become an approved member of our panel.

We will not rely on other licensing (state) or membership (NNA) without having a copy of a complete background screening that includes the following criteria:

- 10 year search
- SSN Trace
- USA Patriot
- County, State, Nationwide and Federal Criminal search
- Sex Offender

We can accept a Background Check Report from the National Notary Association (NNA)

Please contact the NNA at www.nationalnotary.org or 800-876-6827

We can also refer you to USA Special Services, LLC to obtain a Background Check Report that will meet our requirements.

Please go to: <https://mortgageconnectlp.quickapp.pro/>

If you have more than one associate working under your vendor profile, we require a background screening on ALL associates independently.



Servicemember Civil Relief Act (SCRA) Referrals

This is to notify you of requirements for handling servicemember referrals in order to ensure that appropriate benefits and relief measures are available to eligible individuals.

Should you be made aware that a borrower is an eligible servicemember, you must contact your Mortgage Connect representative to ensure that the necessary steps have been taken to appropriately refer them to the Enterprise Military Benefits Unit (EMBU), which determines their eligibility for additional benefits.

The following are trigger words that may be used to identify a borrower as a servicemember:

- Military Benefits
- SCRA
- Deployment
- Military Protection
- Deferral
- Military Reserves
- Called up
- On orders
- Foreclosure Protection
- Military Protection
- Waive my rights
- Activated my unit, squadron, team, etc.
- Re-Enlist
- Order Extended
- Benefits available to me
- Where do I send my orders
- TDY
- PCS
- Dependent, Spouse, Child benefits

In conclusion, please contact your assigned Mortgage Connect Closing Coordinator indicated on your signing agent confirmation instructions if a borrower has been identified as a servicemember.

I have read, understand and agree to the service level responsibilities listed above.

Signature _____ Date _____



SIGNING AGENT SERVICE LEVEL AGREEMENT

As an approved signing vendor for Mortgage Connect, you are required to meet our performance expectations. Mortgage Connect will continually monitor the quality and service levels of our agent network. You shall agree to provide services in accordance with the provisions outlined below:

Service Level Standards

Borrower Contact

Every attempt must be made to contact the borrower to confirm the appointment the same day the order is accepted. Please refer to the Code of Conduct concerning all borrower communication.

Print Loan Package

Two (2) copies of entire loan package must be downloaded and printed to lender specifications. You must print all documents, even if they do not require signatures.

Pre-Closing Call

Signing agent must be available to receive pre-closing call from Mortgage Connect

Confirm Closing

Mortgage Connect must receive confirmation of closing within 1 hour of closing adjournment.

Upload of Critical Documents

Signing agent must scan and upload or fax critical documents for QA within 2 hours of scheduled appointment

Shipment of Loan Package

Loan documents must be shipped SAME day as closing

Notification of Cancellation

Signing Agent must notify Mortgage Connect within 24 hours of scheduled appointment if unable to keep accepted assignment



Quality Control

Signing agent must return executed loan documents that meet the requirements of Mortgage Connect, mortgage lender and state mandated guidelines to ensure timely disbursement and recordation.

Borrower/Client Communication

Signing agent must adhere to Code of Conduct and represent Mortgage Connect in a professional manner which meets client and borrower expectations.

I have read, understand and agree to the service level responsibilities and code of conduct listed above.

Signature_____Date_____



SIGNING AGENT PERFORMANCE SCORECARD

Mortgage Connect has created strong affiliations with our extensive and highly accredited network of closing professionals. We are pleased to welcome you to our network.

As an approved signing agent for Mortgage Connect, you will be monitored for quality assurance. Our internal vendor maintenance staff administers detailed and on-going quality control procedures and client specific training to ensure the highest quality of service levels are met.

We have developed an intricate system that tracks signing agent volume, fee structure, quality and borrower feedback; these factors are utilized to create a performance rating for each of our signing agents. These performance ratings are reviewed on a regular basis in order to rank our vendor network. Your ranking will determine your ability to remain an approved signing agent, and will dictate assigned order volume.

Examples of quality control issues: the following will negatively affect your overall rating with Mortgage Connect and may be grounds for permanent removal from our approved network.

- Failure to adhere to Code of Conduct
- Lack of professionalism
- Agent attends closing in inappropriate attire
- Agent is rude or impatient, cannot or does not explain any documents
- Late to closing appointment
- Confirmation of closing late/missing
- Critical docs not scanned/uploaded to Mortgage Connect
- Misplacing or losing loan documents
- Failure to ship documents in timely manner
- Notary no show
- Documents executed improperly
- Missing initials/corrections (if allowed) are not initialed by borrower
- Missing notary stamp/seal/signature



- Missing dates
- Improper notary stamp
- Incomplete Acknowledgment
- Borrower signature error
- Over-signing of docs (spouse signing when not on loan)
- Missing signature, missing aka, fka
- Funds not collected
- Printing errors
- Not collecting required documentation such as borrower identification, power of attorney, death certificates, etc.
- Deed forms not signed correctly

The Mortgage Connect Quality Assurance department will continually monitor your work as a signing agent, and report any errors to Vendor Maintenance team to allow for on-going counseling and score carding of our vendor base.

Conversely, any and all positive client or borrower feedback will be quantified and will enhance your overall performance rating. As your closing volume increases without errors, so will your rating.

Mortgage Connect thanks you in advance for your efforts in maintaining the highest level of professionalism. We recognize the importance of your role in creating the most satisfying closing experience for our clients and their borrowers.

In closing, we look forward to working with you as a valued partner in our innovative approach to assuring the best closing experience for our lender partners to allow them to earn their customer's for life. Should you have any questions, please contact our Vendor Maintenance Team at:

Mortgage Connect
260 Airside Drive
Moon Township, PA 15108
(866) 789-1814
Vendors@mortgageconnectlp.com