



**MORTGAGE  
CONNECT**

## **Signing Agent Setup Package**



**This package contains the following documents:**

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- **CONTACT INFORMATION**
- **INVOICES AND PAYMENT**
- **CLOSING TYPES AND EXPERIENCE**
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- **BUSINESS HISTORY**
- **PROFESSIONAL BUSINESS REFERENCES**
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- **INDEPENDENT VENDOR SERVICES AGREEMENT**
- **W-9**
- **NOTICE, AUTHORIZATION AND RELEASE REGARDING EXISTING CERTIFICATES AND/OR INVESTIGATIVE CONSUMER REPORTS**
- **VENDOR DIVERSITY QUESTIONNAIRE**
- **CONSUMER PRIVACY ACKNOWLEDGEMENT**
- **INFORMATION SECURITY ACKNOWLEDGEMENT**
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- **SIGNING AGENT CODE OF CONDUCT**
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## INTRODUCTION

Mortgage Connect has long set the benchmark for a customer experience that surpasses traditional title and closing companies. As our organization continues to grow, we have identified the opportunity and the responsibility to take the borrower's closing experience to the next level through a more innovative, seamless approach.

The closing table is a defining moment in the borrower journey. It is where trust is solidified and confidence must be reinforced to leave a lasting, positive impression. At Mortgage Connect, we proudly manage relationships with many of the nation's leading lenders, all of whom operate within an increasingly complex regulatory environment.

With heightened oversight from the Consumer Financial Protection Bureau and the Office of Comptroller Currency, third-party risk management and transparency around closing agents have become critical priorities for lenders nationwide. To address these evolving needs, Mortgage Connect has developed a comprehensive program designed to provide lenders with greater visibility, regulatory confidence, and a consistently elevated closing experience.

We look forward to the opportunity to work together and appreciate your interest in partnering with Mortgage Connect.

Below please find our New Signing Agent Setup Package for your review. To be considered for inclusion as a Mortgage Connect signing vendor, you must complete and return the package in full and provide all required supporting documentation.

- Summary of your standard 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 (with a minimum of \$25,000 minimum per occurrence)
- Photocopy of Background Screening for each associate (10 year)
- Signed copy of our Independent Vendor Services Agreement
- Signed copy of W-9 form
- Vendor Diversity Checklist with Certifications, if applicable
- Completion of Mortgage Connect signing agent training with certification
- Submission of monthly invoice utilizing Mortgage Connect's approved billing statement
- Submission of a professional photo for your profile
- Separate business only email address



If you have questions, please call 1-855-856-3837 or email [vendors@mortgageconnectlp.com](mailto:vendors@mortgageconnectlp.com) to contact our Vendor Management Team.

You may also visit our website at [www.mortgageconnectlp.com](http://www.mortgageconnectlp.com)

We look forward to establishing a strong business relationship with you.

Sincerely,

Mortgage Connect Vendor Management Team



### CONTACT INFORMATION

Name of Company or Individual Name: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

State: \_\_\_\_\_

Main County: \_\_\_\_\_

If you are a dual notary, please indicate all additional state(s) \_\_\_\_\_

Type of Vendor:  Notary  Attorney  Title Company

Does your office have associates that also conduct closings?  Yes  No

*If yes, please contact us for an associate package to be completed. Unless approved by Mortgage Connect, associates are not to be used for any of our closings.*

Do you have an assistant at your office or another individual that will print or have access to closing packages on your behalf?  Yes  No

*If yes, we will require a background check to be conducted on anyone who has access to our client documents.*

Name of all individuals that will have access to view or print closing documents: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Billing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Alt. Phone: \_\_\_\_\_

Fax #: \_\_\_\_\_

Cell #: \_\_\_\_\_

\*Business Only Email Address: \_\_\_\_\_

*\*At Mortgage Connect, we require keeping your personal and business emails separate. Creating a business email helps safeguard sensitive company data and protects against potential breaches if your personal email is compromised.*

Web Address (URL): \_\_\_\_\_

Office handles bilingual signings:  YES  NO

If yes, list languages: \_\_\_\_\_



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

- ✓ Errors & Omissions Insurance (\$25,000 per occurrence)
- ✓ Valid Government Issued Identification/Driver's License
- ✓ Notary License with Expiration Date
- ✓ Notary Bond
- ✓ Background Screening (10 year)
- ✓ Professional Resume
- ✓ Bar Registration, if applicable
- ✓ Title Producer's License (IN/MD), Closer License or Realtor holding a Broker license (MN), where applicable
- ✓ Copy of Completed W-9



## **INVOICES AND PAYMENT**

You are responsible for invoicing for each service provided. Invoices will include all fees for the services and must have prior approval from Mortgage Connect for any variances in the base fees. It is our priority to ensure payment in a timely manner for each of our valued partners.

### **Invoices**

An invoice must be submitted to Mortgage Connect for each order. Directions will be provided after onboarding. Closing confirmations, which include the order number, should be retained until the invoice has been paid by Mortgage Connect.

Invoices must be submitted:

- Via Mortgage Connect's online vendor portal
- No earlier than 72 business hours after the closing
- Within 60 days of closing, but bi-weekly or monthly invoicing is preferred
- By Wednesday each week that invoices are submitted

Invoices submitted by end of day Wednesday will be processed and paid the 2<sup>nd</sup> Friday after submission. Any invoices submitted after the Wednesday cut off time are processed and paid the 3<sup>rd</sup> Friday after submission.

Please note, failure to submit an invoice to Mortgage Connect within 60 days of the date of performance of the service may result in non-payment. Any payments for invoices submitted over 60 days after the date of service will be paid at Mortgage Connect's sole discretion.

In the event the online vendor portal is down, or you receive an error, you may send an Excel invoice to [vendorpayment@mortgageconnectlp.com](mailto:vendorpayment@mortgageconnectlp.com). Please contact Vendor Management at [vendors@mortgageconnectlp.com](mailto:vendors@mortgageconnectlp.com) to request an Excel template.

### ***Invoice Discrepancies***

Vendors are responsible for reconciling their invoices with payments received from Mortgage Connect. Vendors should maintain copies of documentation to support any discrepancy. Vendors who do not report a discrepancy within 90 days of receipt of payment waive their right to dispute the discrepancy. Please contact the Vendor Management team for assistance at [vendors@mortgageconnectlp.com](mailto:vendors@mortgageconnectlp.com) regarding invoice discrepancies.

### ***Unpaid Invoices***

Please note, unpaid invoices should not be reported until 45 days after the invoice has been submitted to Mortgage Connect. Please contact the vendor management team for assistance at [vendors@mortgageconnectlp.com](mailto:vendors@mortgageconnectlp.com) regarding unpaid invoices.

### **Print and Trip Fees**

These fees will be assessed on a case-by-case situation. Please email or call Vendor Management at [vendors@mortgageconnectlp.com](mailto:vendors@mortgageconnectlp.com) or 855-856-3837 for approval.



CLOSING TYPES AND FEES

**Primary Counties:** \_\_\_\_\_

**Additional Counties:** \_\_\_\_\_

**ALL FEES MUST INCLUDE DOWNLOADING & PRINTING OF POSTED PACKAGE FROM OUR SECURE WEBSITE AND FAX/SCANBACKS OF UP TO THE FULL DOCUMENTS. IF THE FEES VARY BY COUNTY, USE THE LINES ABOVE.**

**\*\*TX HELOC FEE SHOULD NOT INCLUDE ROOM CHARGE – All ROOM FEES SHOULD BE A PASS THROUGH, AN INVOICE SUPPLIED, AND WILL BE ADDED ON AT THE TIME THE ORDER IS ASSIGNED. \*\***

Closing Types	Fee Amount	Years of Experience	# Closed in the last 12 months	# Closed in the last 24 months	# Closed in the last 36 months
Refinance with Insurance – Avg Page Count - 155	\$				
Refinance w/out Insurance – Avg Page Count - 120	\$				
Home Equity – HELOC – Avg Page Count 110	\$				
Home Equity – COC – Base Fee Only Texas Only – Avg Page Count - 162	\$				
Purchase Closings – Avg Page Count 130	\$				
1 <sup>st</sup> and 2 <sup>nd</sup> Piggyback – Avg Page Count 100	\$				
Reverse Mortgage	\$				
Mini Package (1 to 3 Docs)	\$				
Loan Modification – Avg Page Count - 35	\$				
CEMA (NY Only) – Avg Page Count - 50	\$				
E-Closing on Laptop	\$				
Seller Signing Only – Avg Page County - 50	\$				



Signing Agent Professional Setup Package

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<b>RON Signings</b>	\$				
<b>RON Loan Mod Signing</b>	\$				
<b>iPen Signings</b>	\$				
<b>Hybrid – Avg Page Count 90</b>	\$				
<b>Commercial Closing</b>	\$				
<b>Deed In Lieu – Avg Page County - 30</b>	\$				
<b>Investor Closing – Avg Page County 140</b>	\$				
<b>Closing Re-Sign</b>	\$				
<b>REO Closing – Avg Page Count 175</b>	\$				



### BUSINESS HISTORY

Please provide a summary of your business history, highlighting your loan closing experience, *OR* attach your business resume:

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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.

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Have you 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 business formal attire to conduct a closing?

YES    NO

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

YES    NO

### PROFESSIONAL BUSINESS REFERENCES

Company: \_\_\_\_\_ Phone #: \_\_\_\_\_



Signing Agent Professional Setup Package

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Address: \_\_\_\_\_

Email: \_\_\_\_\_

Contact: \_\_\_\_\_

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

\_\_\_\_\_

Company: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Contact: \_\_\_\_\_

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

\_\_\_\_\_

Company: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Contact: \_\_\_\_\_

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

### GENERAL REFERENCES

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Relationship: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Relationship: \_\_\_\_\_

### Technology

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

\_\_\_\_\_



**Please identify your printer/computer equipment below:**

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## SimplySecureSign™

When you become a Vendor to Mortgage Connect, we like you to consider becoming part of the **digital closing** network. This involves the **digital execution** of documents and has technology requirements you must meet. Mortgage Connect would like to invite you to register with our partner platform **SimplySecureSign™**. By being registered and enabled on the **SimplySecureSign™** platform, you will be eligible to receive orders where the borrower has selected a digital execution option in a recording jurisdiction that supports it.

Please let us know if you're interested and we'll send you a link to register and complete setup on **SimplySecureSign™**.

- YES, I am interested in becoming part of the **SimplySecureSign™** network.
- NO, I prefer not to be a part of the **SimplySecureSign™** network currently.

## Simply Connect App

Simply Connect is our mobile web technology platform designed to help you meet the ever-changing needs of our consumers. ***This is a required application*** which provides a safe, reliable, and immediate line of communication to our teams through a secure mobile application. It is available on both iPhone and Android through the app stores. **Please download this application upon completion of your onboarding.**



The app has some great features to assist in organization and efficiency with our closings, such as:

- **Schedule Tracking and Closing Calendar:** View a summary of all your upcoming appointments at a glance.
- **Communications:** You have a direct link to phone the Closing Coordinator assigned to the order right from the app.
- **Document Upload:** Upload the signed closing documents for approval before you leave the closing table.
- **Optional GPS Functionality and Location tracking:** Get a map and driving directions to the closing site with just a tap. Your location and ETA can be sent to the Closing Team every five minutes so we can see if you might be late in arriving at an appointment and can notify the borrower. With GPS on, appointment start, and end times are also captured automatically.
- **Closing Status Updates:** Confirm closings are completed directly in the app.





notice to the other party. MORTGAGE CONNECT shall have the right to immediately terminate this Agreement in the event of any breach hereof by VENDOR. 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 VENDOR fails to perform as previously mentioned, VENDOR will receive no fees, costs, or expenses.

#### **4. Representation and Warranties of VENDOR:**

VENDOR hereby represents and warrants to MORTGAGE CONNECT that:

- a. VENDOR shall at all times during the term of this Agreement remain duly licensed or commissioned, as applicable, as a notary public in the jurisdiction(s) where VENDOR will be performing Services under this Agreement at VENDOR's sole expense. VENDOR warrants that VENDOR is familiar with the duties of a notary public and possesses the training and skills necessary to perform the Services hereunder.
- b. VENDOR 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. VENDOR 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. To the extent applicable to VENDOR, VENDOR shall also maintain any workers compensation insurance coverage in the minimum amount required by the jurisdiction where VENDOR is located. VENDOR will provide MORTGAGE CONNECT with certificates of such insurance coverage concurrently with the execution and delivery of this Agreement.
- c. VENDOR shall maintain, at VENDOR's sole expense, all required licenses, permits, commissions, bonds, and insurance applicable to notaries public in the jurisdictions where VENDOR will be performing Services under this Agreement. Further, VENDOR shall provide all Services hereunder in accordance with all state, federal and/or city local laws and/or regulations that may apply.
- d. VENDOR recognizes that timely performance of the Services is essential to the continued, efficient operations of MORTGAGE CONNECT's business. VENDOR warrants that he/she will not respond to, or take, any assignment to perform Services hereunder unless VENDOR can perform such Services in the time frame specified by MORTGAGE CONNECT. VENDOR is required to remain in contact with MORTGAGE CONNECT regarding the status of each active job order assigned to VENDOR.
- e. Any and all agents or subcontractors that VENDOR retains and/or utilizes to perform Services pursuant to this Agreement must agree in writing and in advance before performing such Services to be bound to the terms and conditions of this Agreement.
- f. VENDOR, its employees, and agents will comply with all laws, rules, regulations and other legal requirements applicable to VENDOR when fulfilling orders for MORTGAGE CONNECT. This includes state laws enacted to protect consumers from unfair, deceptive, or abusive acts and practices and to protect consumers' personal information as more fully described in the Consumer Privacy Acknowledgement in the Signing Agent Set Up Package. VENDOR will have controls in place and training for its employees and agents to ensure compliance with these applicable laws. VENDOR also shall ensure that any use of artificial intelligence technology ("AI") by VENDOR, including any training data deployed or used by VENDOR in the performance of its obligations under this Agreement, does not infringe on any rights of any third party or violate the laws or regulations of any governmental or judicial authority.
- g. VENDOR will not compensate its staff or agents in a manner that incents one to engage in inappropriate sales practices. VENDOR represents and warrants that it will not utilize subcontractors for any of the Services completed hereunder.



- h. If VENDOR fails to meet a service level expectation in fulfilling an order, upon request, VENDOR will promptly provide MORTGAGE CONNECT with summary of events and any corrective actions that VENDOR will take to cure the failure and/or avoid such failure reoccurring on future orders.
  - i. VENDOR acknowledges and agrees that orders fulfilled by VENDOR are MORTGAGE CONNECT's and its clients' work product or "works made for hire" as defined by the United States Copyright Act. VENDOR agrees to execute any documentation required to clarify, confirm this designation of "works made for hire".
  - j. VENDOR provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.
  - k. VENDOR maintains a process for identifying and reporting immediately to MORTGAGE CONNECT all customer complaints that arise in fulfilling an order. When reporting a complaint, VENDOR is to provide: any relevant notes, analysis, findings, and/or correspondence.
  - l. VENDOR has procedures in place to detect, prevent, and mitigate the risk of identity theft when fulfilling orders for MORTGAGE CONNECT. If VENDOR believes an event of identity theft may have occurred in fulfilling an order, VENDOR is to contact MORTGAGE CONNECT immediately.
  - m. VENDOR maintains anti-virus software on their computer systems and shall not contain or transmit any computer code designed to disrupt or disable the operation of MORTGAGE CONNECT and its computer systems, including but not limited to viruses, worms, or bots. VENDOR represents and warrants that it will not utilize generative artificial intelligence (GenAI) in the performance of its duties and/or Services hereunder.
  - n. VENDOR agrees that it shall not download, install or access any software application on Client's systems without Client's written permission, including any software application or technology that incorporates or uses AI.
  - o. VENDOR agrees to use a business-only email for all communications with Mortgage Connect.
  - p. VENDOR acknowledges and agrees that it will follow all provisions of the Signing Agent Code of Conduct, attached hereto and incorporated by reference herein.
  - q. VENDOR represents and warrants it will permanently delete any closing packages and all related documents, whether signed or unsigned, and all copies thereof within ten (10) days of the closing from their computer and/or any email addresses or phones and shall certify in writing destruction of such documents to MORTGAGE CONNECT.
  - r. VENDOR acknowledges and agrees that it will follow all provisions of the Signing Agent Service Level Agreement, attached hereto and incorporated by reference herein, and that failure to do so will result in termination of this Agreement and removal from MORTGAGE CONNECT's vendor panel.
5. **Scope of Services:** From time to time, VENDOR will be required to accept funds due at closing made payable to MORTGAGE CONNECT. It is the VENDOR'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. VENDOR 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, VENDOR shall refer the party to his or her attorney. All questions referring to loan specifics that are non-legal in nature shall be directed to the loan representative.
5. **Confidentiality:** VENDOR shall at all times maintain, as strictly confidential, any information received by VENDOR from MORTGAGE CONNECT or from the mortgage lender, title company, or borrower in the course of performing the Services hereunder (the "Confidential Information"). VENDOR will not, either during the term of this Agreement or at any time thereafter, use for VENDOR'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. VENDOR will not email any closing documents to MORTGAGE CONNECT's clients or their consumers. If VENDOR emails closing documents to MORTGAGE CONNECT's clients or their consumers, VENDOR may be removed from MORTGAGE CONNECT's panel or MORTGAGE CONNECT's approved list for certain clients. At the termination of this Agreement, VENDOR will destroy all Confidential Information and certify to MORTGAGE CONNECT that complete destruction has occurred.
6. **Consumer Privacy Laws.** To the extent VENDOR receives information about a consumer in any jurisdiction including any "personal information" as defined by Section 1798.140(o) of the California Consumer Privacy Act and its accompanying regulations (collectively, the "CCPA"), or "nonpublic personal information" as defined by Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801, et seq., as it may be amended from time to time, the regulations promulgated thereunder ("GLB"), (collectively, the "Personal Information"), such Personal Information shall not be retained, used, or disclosed for any other purpose than for the sole and specific purpose of performing the Services expressly specified in this Agreement or as otherwise permitted by applicable law. VENDOR may share such Personal Information with third party service providers for the sole purpose of providing the Services to MORTGAGE CONNECT described in this Agreement and shall not use Personal Information for any other purpose. VENDOR further agrees to amend, modify, or delete any data or Personal Information, as provided to VENDOR by MORTGAGE CONNECT, as may be required for MORTGAGE CONNECT to comply with applicable law, including without limitation the CCPA or other similar applicable data privacy laws. VENDOR represents and warrants that notwithstanding the terms of this Agreement or any other agreement, VENDOR does not and will not sell, as defined by the CCPA, Personal Information provided or made available to it by MORTGAGE CONNECT.
7. **Independent Contractor:** It is understood by the parties hereto that VENDOR is at all times deemed an independent contractor and that Vendor is not an employee of MORTGAGE CONNECT, and therefore, VENDOR is not entitled to employment benefits, including but not limited to healthcare benefits, retirement benefits, or any other type of employee benefit. As such, VENDOR 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 payments made by MORTGAGE CONNECT for Services provided under this Agreement. MORTGAGE CONNECT shall not make any withholding for such taxes from any payments made to VENDOR. VENDOR understands and acknowledges that in the event VENDOR is paid in excess of \$600.00 for Services 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 VENDOR with a copy of the same on or before January 31st of the following year. Concurrently with the execution of this Agreement, VENDOR further agrees to execute an IRS Form W-9.
8. **Miscellaneous:**
  - a. Notice. 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. **Indemnification.** VENDOR shall indemnify, defend, and hold harmless MORTGAGE CONNECT and its officers, directors, employees, agents, and representatives from and against all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or related to a) the negligence, gross negligence, or willful misconduct of VENDOR or VENDOR's employees, agents, or subcontractors in connection with the performance of the Services under this Agreement; b) any failure by VENDOR or VENDOR's employees, agents, or subcontractors to comply with applicable federal, state, or local laws, rules, or regulations or applicable rules of professional conduct; or c) any breach by VENDOR of its representations, warranties, or obligations under this Agreement. VENDOR's obligations under this section shall survive the expiration, revocation, or termination of this Agreement for any reason. No Partnership. MORTGAGE CONNECT and VENDOR shall not be considered partners or joint ventures for any purpose. VENDOR 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. VENDOR shall act in all matters hereunder as an independent contractor and shall make no representations to the contrary to any person.
- c. No Exclusivity. This is a non-exclusive agreement and nothing herein shall be construed to prevent VENDOR 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 order any particular amount of Services from VENDOR.
- d. Consent to use AI Chatbot. VENDOR agrees and authorizes MORTGAGE CONNECT and its affiliates and subsidiaries and entities or individuals working on its behalf to make or cause to be made phone calls and messages to VENDOR using an artificial or prerecorded voice, including without limitation, using artificial intelligence at the phone number(s) that VENDOR has provided to MORTGAGE CONNECT and for such calls to be recorded for quality assurance, training, and recordkeeping purposes, VENDOR further agrees and authorizes such calls to be made to VENDOR at a frequency in MORTGAGE CONNECT's reasonable discretion, which may exceed more than three calls in a consecutive thirty-day period. VENDOR acknowledges and agrees that VENDOR has full power and authority to provide such authorization and that electronic signature of this Agreement and this authorization will have the same force and effect as a manual signature.
- e. Entire Agreement. 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. Assignment. VENDOR 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. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. In the event any legal action is brought to interpret or enforce any of the provisions of this Agreement, exclusive jurisdiction shall be in the state or federal courts located in Allegheny County, Pennsylvania.



- h. Binding. This Agreement will apply to, and bind the parties hereto, their legal representatives, successors and permitted assigns.
- i. Severability. 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.
- j. Audit. MORTGAGE CONNECT may, upon providing reasonable notice to VENDOR and during normal business hours, conduct either remote and/or on-site audits of any facility from which the VENDOR is performing Services for MORTGAGE CONNECT at MORTGAGE CONNECT's expense. The foregoing audit rights may include audits for (i) practices and procedures; (ii) systems; (iii) internal controls; (iv) security practices and procedures; (v) disaster recovery and backup procedures; (vi) charges under this Agreement; (vii) compliance with regulatory requirements; and (viii) any other reasonable purpose as determined by MORTGAGE CONNECT in order to confirm VENDOR is in compliance with this Agreement. VENDOR shall cooperate fully with MORTGAGE CONNECT's auditors with such audits.

**THE VENDOR UNDERSTANDS AND ACKNOWLEDGES THAT NOTHING HEREIN SHALL OBLIGATE MORTGAGE CONNECT TO UTILIZE THE VENDOR'S SERVICES OR ANY AMOUNT OF THE VENDOR'S SERVICES. THIS AGREEMENT ENABLES MORTGAGE CONNECT TO UTILIZE THE SERVICES OF THE VENDOR AS NEEDED.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Vendor

By: \_\_\_\_\_

Title: \_\_\_\_\_





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*, later, for further information.

**Note:** If you are a U.S. person and 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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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 payee 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.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



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Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

Table with 2 columns: IF the entity/person on line 1 is a(n) . . . and THEN check the box for . . . . Rows include Corporation, Individual/Sole proprietor or single-member LLC, Partnership, and Trust/estate.

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2—The United States or any of its agencies or instrumentalities
3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
5—A corporation
6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
7—A futures commission merchant registered with the Commodity Futures Trading Commission
8—A real estate investment trust
9—An entity registered at all times during the tax year under the Investment Company Act of 1940
10—A common trust fund operated by a bank under section 584(a)
11—A financial institution
12—A middleman known in the investment community as a nominee or custodian
13—A trust exempt from tax under section 664 or described in section 4947



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The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

Table with 2 columns: 'IF the payment is for . . .' and 'THEN the payment is exempt for . . .'. Rows include Interest and dividend payments, Broker transactions, Barter exchange transactions and patronage dividends, Payments over \$600 required to be reported and direct sales over \$5,000, and Payments made in settlement of payment card or third party network transactions.

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.

2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B—The United States or any of its agencies or instrumentalities
C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G—A real estate investment trust
H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I—A common trust fund as defined in section 584(a)
J—A bank as defined in section 581
K—A broker
L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.



1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

Table with 2 columns: For this type of account: and Give name and SSN of: containing 7 rows of account types and their corresponding names/SSNs.

Table with 2 columns: For this type of account: and Give name and EIN of: containing 6 rows of account types and their corresponding names/EINs.

Table with 2 columns: For this type of account: and Give name and EIN of: containing 2 rows of account types and their corresponding names/EINs.

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2 Circle the minor's name and furnish the minor's SSN.

3 You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
• Ensure your employer is protecting your SSN, and
• Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## **NOTICE, AUTHORIZATION AND RELEASE REGARDING EXISTING CERTIFICATES AND/OR BACKGROUND CHECK**

I have provided or will provide 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 Bureau 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, its subsidiaries, affiliates, officers, directors, employees, successors, and assigns, 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



## **VENDOR DIVERSITY QUESTIONNAIRE**

In an effort to identify diverse businesses within our supply chain, please complete the following questionnaire. This questionnaire is voluntary, but if you decline to answer the questions, please check the box before the signature block, also sign and date the document. 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: \_\_\_\_\_

I acknowledge receipt of the Vendor Diversity Questionnaire but decline to complete the questions.

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: \_\_\_\_\_



## **CONSUMER PRIVACY ACKNOWLEDGEMENT**

VENDOR is subject to the privacy regulations and information security guidelines issued by the federal financial regulators pursuant to Title V of the Gramm-Leach-Bliley Act (“GLBA”), and all implementing regulations, including without limitation the Safeguards Rule and Privacy Rule. In addition, to the extent VENDOR receives, accesses, processes, stores, transmits, or otherwise handles Consumer Data or Protected Data, as such terms are defined under applicable law, VENDOR shall comply with all applicable federal, state, and local data protection, privacy, and cybersecurity laws, rules, and regulations. VENDOR further agrees that the obligations set forth herein shall apply to all data, records, and information provided to or accessed by VENDOR on behalf of Mortgage Connect or any of its affiliates or subsidiaries.

As used herein, the term “Customer Information” shall mean any nonpublic personal information as defined under GLBA and its implementing regulations together with any “personal information,” “personal data,” “sensitive personal information,” “consumer data,” or any similar term as defined under applicable privacy laws whether relating to an individual, business, consumer, customer, borrower, applicant, employee, or other contact. VENDOR shall mean the party accepting below and each of its affiliates and subsidiaries that are now or hereafter may be providing any goods or services to Mortgage Connect.

- Vendor hereby agrees that, except as may be reasonably necessary in the ordinary course of business to carry out the activities to be performed by Vendor 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 Vendor or Mortgage Connect.
- Vendor 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.
- Vendor 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, Vendor 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 Vendor pursuant to this Agreement.
- Vendor 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.
- Vendor 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.



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- Vendor shall indemnify, defend and hold harmless Mortgage Connect for security breaches, violations of GLBA and the CCPA caused by Vendor's negligence or misconduct, and loss or material alteration of Customer Information.
- Vendor will only use Customer Information for the sole and specific purpose of performing the services for Mortgage Connect and will not, under any circumstance, sell, as defined in the CCPA, the Customer Information provided to Vendor by Mortgage Connect.

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

Signature \_\_\_\_\_

Date \_\_\_\_\_



## INFORMATION SECURITY ACKNOWLEDGEMENT

As technology advances, and our use of it evolves, so has cybercrime. Whether it is through our work or personal computer or mobile devices, cyber criminals are always looking for ways to steal our personal information. With the amount of personal data that is processed daily in the mortgage industry, it is imperative we stay one step ahead of these bad actors. Mortgage Connect’s clients require us, and our vendors, to follow certain security standards and operate with security awareness to protect consumer data.

Please review the standards and instructions below to ensure you have the proper technology in place to minimize the risk to consumers and yourself. If you have any questions regarding the information provided, please reach out to the Vendor Management Team at [Vendors@Mortgageconnectlp.com](mailto:Vendors@Mortgageconnectlp.com).

Standards	Instructions
<b>Physical Computing Environment</b>	
Computer is not shared with other members of the household, or family members have their own separate login accounts that cannot access the account/data/email of the signing agent.	Handling company sensitive data on a shared computer could raise the risk of data compromise and other security violations. If it is not feasible to have an individual computer for the signing agent, a shared computer with separate logins is a good alternative. Household accounts should not have access to the signing agent's files, emails, data, etc.
Shred bin is available and used to shred sensitive printed documents.	All company sensitive information must be securely shredded in a timely manner, i.e., as soon as it is no longer needed.
<b>Accounts, Authentication, Passwords</b>	
Multi-Factor Authentication (MFA) is enabled on email accounts, where supported.	<p>Major email providers have MFA solutions in place to protect email accounts. MFA should be enabled for added protection of your account. Email is one of the riskiest platforms and can expose you to identity theft, hacked computer and/or accounts, malware, fraud, and other threats. The use of MFA to secure your email account provides one of the most significant methods to minimize the risk of someone gaining unauthorized access to your email account and everything tied to it.</p> <p>Some resources on what MFA is and how it could be setup are provided below. Keep in mind, the actual process of configuring MFA depends on the solution being used (e.g., Microsoft Outlook and Gmail each have a different setup process for MFA).</p> <p><b>Resources:</b></p> <p><a href="https://support.google.com/accounts/answer/185839?hl=en&amp;co=GENIE.Platform%3DDesktop">https://support.google.com/accounts/answer/185839?hl=en&amp;co=GENIE.Platform%3DDesktop</a></p> <p><a href="https://support.microsoft.com/en-us/account-billing/how-to-use-two-step-verification-with-your-microsoft-account-c7910146-672f-01e9-50a0-93b4585e7eb4">https://support.microsoft.com/en-us/account-billing/how-to-use-two-step-verification-with-your-microsoft-account-c7910146-672f-01e9-50a0-93b4585e7eb4</a></p> <p><a href="https://staysafeonline.org/online-safety-privacy-basics/multi-factor-authentication/">https://staysafeonline.org/online-safety-privacy-basics/multi-factor-authentication/</a></p> <p><a href="https://staysafeonline.org/theft-fraud-cybercrime/phishing/">https://staysafeonline.org/theft-fraud-cybercrime/phishing/</a></p> <p><a href="https://www.cisa.gov/uscert/ncas/tips/ST15-002">https://www.cisa.gov/uscert/ncas/tips/ST15-002</a></p> <p><a href="https://www.cisa.gov/uscert/ncas/tips/ST04-010">https://www.cisa.gov/uscert/ncas/tips/ST04-010</a></p> <p><a href="https://www.cisa.gov/uscert/ncas/tips/ST04-014">https://www.cisa.gov/uscert/ncas/tips/ST04-014</a></p>
Computer requires a unique username and password to gain access to the computer desktop.	Computers must be secured from unauthorized access – especially when handling company sensitive data. Computers should not be setup for auto-login, configured without a username/password for access, or set up with an account that is shared by multiple individuals.



<p>Passwords for all accounts are strong/complex (see guidelines).</p>	<p>Passwords should meet the following criteria:</p> <ul style="list-style-type: none"> <li>• At least 12 characters long but 14 or more is better.</li> <li>• A combination of uppercase letters, lowercase letters, numbers, and symbols.</li> <li>• Not a word that can be found in a dictionary or the name of a person, character, product, or organization.</li> <li>• Significantly different from other passwords or your previous passwords for the account.</li> <li>• Easy for you to remember but difficult for others to guess. Consider using a memorable passphrase like "6MonkeysRLooking^".</li> </ul> <p>Alternatively, a password generator and/or manager can be used to create strong, complex passwords for accounts (e.g., 1Password).</p> <p><b>Resources:</b>  <a href="https://support.microsoft.com/en-us/windows/create-and-use-strong-passwords-c5cebb49-8c53-4f5e-2bc4-fe357ca048eb">https://support.microsoft.com/en-us/windows/create-and-use-strong-passwords-c5cebb49-8c53-4f5e-2bc4-fe357ca048eb</a></p> <p><a href="https://1password.com/password-generator/">https://1password.com/password-generator/</a></p>
<p>Business Only email address is used for all communications with Mortgage Connect.</p>	<p>The email address used for work is always separate from personal email address. This is a requirement for data privacy reasons.</p>
<p><b>Workstation, Software and Updates</b></p>	
<p>Computer has enabled the desktop screen saver that locks within 15 minutes of inactivity or shutting laptop lid and requires password to unlock.</p>	<p>Locking your workstation inhibits unauthorized access to company sensitive information.</p>
<p>Anti-virus/anti-malware software or similar security suite is installed, enabled, and frequently updated.</p>	<p>Computers must have a security suite installed. This should include, at minimum, an anti-virus product.</p> <p><b>Resources:</b>  <a href="https://staysafeonline.org/online-safety-privacy-basics/how-to-tell-if-your-computer-has-a-virus-what-to-do-about-it/">https://staysafeonline.org/online-safety-privacy-basics/how-to-tell-if-your-computer-has-a-virus-what-to-do-about-it/</a></p> <p><a href="https://www.cisa.gov/uscert/ncas/tips/ST15-002">https://www.cisa.gov/uscert/ncas/tips/ST15-002</a></p> <p><a href="https://www.cisa.gov/uscert/ncas/tips/ST04-006">https://www.cisa.gov/uscert/ncas/tips/ST04-006</a></p> <p><a href="https://www.cisa.gov/uscert/ncas/tips/ST18-271">https://www.cisa.gov/uscert/ncas/tips/ST18-271</a></p>
<p>Computer disk drive is encrypted using Microsoft Bitlocker, MacOS File Vault, or similar full disk encryption tool.</p>	<p>Encrypting your hard drive and employing other controls described in this acknowledgement, reduces the risk of company sensitive information from being exposed if you ever lose your laptop.</p>
<p>Operating system and software patches/security updates are routinely applied.</p>	<p>Keeping your operating system and installed software updated dramatically reduces the risk of vulnerabilities being exploited.</p> <p><b>Resources:</b>  <a href="https://www.cisa.gov/uscert/ncas/tips/ST04-006">https://www.cisa.gov/uscert/ncas/tips/ST04-006</a></p>
<p>Operating system and software are maintained on supported versions.</p>	<p>A modern operating system and software that is supported by the manufacturer is necessary for maintaining security updates.</p>



Signing Agent Professional Setup Package

No end-of-life operating systems or software are in use.	<b>Resources:</b> <a href="https://www.cisa.gov/uscert/ncas/tips/ST04-006">https://www.cisa.gov/uscert/ncas/tips/ST04-006</a>
Firewall is installed/enabled on your workstation and configured to block access attempts.	Workstations running firewalls help prevent unauthorized access attempts while on your home network or traveling.  <b>Resources:</b> <a href="https://www.cisa.gov/uscert/ncas/tips/ST15-002">https://www.cisa.gov/uscert/ncas/tips/ST15-002</a>
<b>General Security Hygiene</b>	
Appropriate caution is exercised when interacting with email. This includes hovering all email links and scrutinizing emails for signs of phishing (e.g., sense of urgency, incorrect grammar, threats, offers you did not request, etc.).	An effective way to minimize being phished is to hover all links to ensure you will open the site you are expecting.  <b>Resources:</b> <a href="https://staysafeonline.org/theft-fraud-cybercrime/phishing/">https://staysafeonline.org/theft-fraud-cybercrime/phishing/</a>  <a href="https://www.cisa.gov/uscert/ncas/tips/ST04-014">https://www.cisa.gov/uscert/ncas/tips/ST04-014</a>
All digital company information is sent via a secure manner.	Company sensitive information should not be sent by insecure means. All digital communications, such as email, that contain sensitive company information must be encrypted. Examples are using email secure send features provided with your email provider, password protected ZIP file, password protected document, etc.
Digital sensitive company information is purged from computer immediately after it is no longer needed and within 24 hours under any circumstance.	If company sensitive information must be downloaded, it must be periodically purged to minimize exposure risk, should your computer ever be hacked. If company information is required after 24 hours, it can be re-downloaded from the portal.
When in public, computing devices are positioned so that unauthorized persons cannot view details on the screen (i.e., shoulder-surfing).	Discourages the ability for unauthorized people to view company sensitive information.

I have read, understand, and agree to comply with the information security standards listed above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **BACKGROUND SCREENING REQUIREMENTS**

Mortgage Connect requires that all Signing Agent Vendors pass a background check screening according to the standards set by Mortgage Connect's clients in order to become an approved independent vendor on Mortgage Connect's panel.

Mortgage Connect cannot solely rely on other licensing (state) or membership (NNA). Therefore, Mortgage Connect will require 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

Mortgage Connect can accept a Background Check Report from the National Notary Association (NNA) Please contact the NNA at <https://www.nationalnotary.org/> or 800-876-6827

Mortgage Connect 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.



## **SERVICE MEMBER CIVIL RELIEF ACT (SCRA) REFERRALS**

This is to notify you of requirements for handling service member 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 service member, 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 service member:

- 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 service member.

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

Signature \_\_\_\_\_

Date \_\_\_\_\_



## **SIGNING AGENT CODE OF CONDUCT**

You have been selected as Mortgage Connect's Vendor 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 as an independent closing vendor:

### **Conflicts of Interest**

- Mortgage Connect vendors are prohibited from providing closing services to a family member or
- Conducting a closing for a transaction in which the vendor has an interest in the property.

### **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 the scheduled 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 closing vendor, 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, midribs 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 et cetera, 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.
- If a borrower appears confused, does not seem to understand the nature of the transaction, appears to be pressured by an individual at the closing, or under the influence of intoxicating substances, please contact the Mortgage Connect closing coordinator immediately.
- Thank the borrower for his/her time.



## After Closing

- If required, scan and upload the required 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 certain required 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 the 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.
- 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 billed or invoiced more than 60 days from the date of service.
- The IRS may 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.



## **SIGNING AGENT SERVICE LEVEL AGREEMENT**

As an approved independent signing vendor for Mortgage Connect, you are required to meet the performance expectations contained in this Service Level Agreement. 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 the 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 a pre-closing call from Mortgage Connect

#### **Confirm Closing**

Mortgage Connect must receive confirmation of the 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 the SAME day as the 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 independent closing professionals. We are pleased to welcome you to our network.

As an approved independent signing agent vendor 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 impact 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 independent vendor network.

- Failure to adhere to Code of Conduct
- Lack of professionalism
- Signing Agent attends closing in inappropriate attire
- Signing 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 signed incorrectly



The Mortgage Connect Quality Assurance department will continually monitor your work as an independent signing agent vendor 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 on the vendor panel. 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 customers for life. Should you have any questions, please contact our Vendor Maintenance at:

Mortgage Connect  
600 Clubhouse Drive,  
Moon Township, PA 15108  
(866) 789-1814  
[Vendors@mortgageconnectlp.com](mailto:Vendors@mortgageconnectlp.com)



## **NOTARY ACKNOWLEDGEMENT**

As a notary on our signing agent panel, I acknowledge and agree as follows:

1. The email address I have provided to Mortgage Connect is used solely for my business, no other person has access to it, and I do not provide any individual with access to my email account for any reason and will refrain from doing so as long as I am a vendor on Mortgage Connect's notary panel.
2. I do not and will not provide access to my password for Mortgage Connect's online portal.
3. Once an order is assigned to me, I am not permitted to assign the signing appointment to any other person. If I am unable to make an appointment or accept an appointment, I will notify Mortgage Connect's vendor management team immediately so that it may be assigned to another vendor.
4. I understand that assigning an order to another notary will be grounds for my removal from the Mortgage Connect vendor panel.
5. I will not market, sell, solicit, or advise signers/borrowers of any other product or service I provide or otherwise attempt to market or sell services on behalf of any other person through my assignment as a signing agent on the Mortgage Connect vendor panel.
6. I will follow all recommended health and safety guidelines provided by the Centers for Disease Control and/or local health department related to any local or national health emergency, including COVID-19. This includes, but is not limited to, wearing a face covering over my nose and mouth, using hand sanitizer both before and after appointments and only using my own pen to sign documents.

I understand that all items listed above are conditions for being placed on or remaining as a signing agent vendor for Mortgage Connect.

Signing Agent \_\_\_\_\_



## Auto Offer Terms and Conditions

At Mortgage Connect, closing orders are initially scheduled through our Auto Offer process. Auto Offer is the utilization of text messaging/emails to inform you of local orders, which you may accept at the specified rate indicated in the notification you receive. If you accept an Auto Offer order, you will receive the fee specified in the Auto Offer, which may differ from the fee set forth on your fee sheet attached to this onboarding package. Please see below for additional information regarding the Auto Offer process.

- The fee reflecting on the Auto Offer notification will include the following:
  - The printing of a closing package. (number of pages and copies provided in the offer may vary)
  - Any scan/fax back requirements after the closing takes place based on the client instructions (i.e., critical documents or full package).
  - The time and distance to the signing location.
- If you accept the Auto Offer presented to you, the fee within the Auto Offer is binding. No additional fees will be approved.
- If you cannot accept the Auto Offer at the listed price on the notification, you are able to counteroffer. The counter offer you enter will go to our Scheduling department for review/consideration.

\*Before you accept any Auto Offers, please be sure to confirm that you have the date/time open on your calendar to conduct the signing. Do not accept the signing until you verify that you are available for the listed date/time. \*

***Disclaimer:** If you counteroffer for a specific property/location, you may receive up to 3 separate Auto Offer notifications at a specified fee that is not what you counter offered for. If you accept the Auto Offer at the fee listed, the Auto Offer you accepted is binding. Continued acceptance of Auto Offers and then requesting additional fees or cancelling the accepted assignments could result in being made ineligible for future Auto Offers.*

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### Please indicate if you would like to be included in Mortgage Connect Auto Offers:

Opt into Auto Offer (please enter your email address/cell number below for our records)

Email Address: \_\_\_\_\_

Cell Number (standard text message rates apply): \_\_\_\_\_

Opt out of Auto Offer

\_\_\_\_\_  
Printed Name (First and Last)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date