



**NOTARY / ATTORNEY / VENDOR
REGISTRATION PACKAGE**

CONFIDENTIAL



Phone: 877.308.3179 | Fax: 888.382.7656

*****NOTICE TO VENDORS*****

The Closer is an industry leading title services provider. We are always looking to add well-qualified subcontractors to our national network of closing agents.

Please note that if you are accepted as a The Closer, LLC vendor that you will represent not only yourself but The Closer, LLC as well as our Lender clients.



SIGNING AGENT STANDARDS

Our standards of excellence for closing transactions are very high. We invite you to apply for consideration providing you can meet the following minimum standards:

- At least 3 years of experience in real estate, lending, closing or settlement field
- Reputation for professionalism, thoroughness and diligence
- Committed to attending every closing in professional attire that meets our specified dress code
- Able to conduct closings any time of day, on any day of the week

THE CLOSER LLC RESERVES THE RIGHT TO AUDIT OR ASSESS INFORMATION SECURITY CONTROLS OF ALL VENDORS PERFORMING SERVICES FOR THE CLOSER.



SCHEDULE OF FEES

THE CLOSER CLOSING VENDORS MUST AGREE TO THE FOLLOWING:

Notary

- Basic loan closing up to 150 pages (40 miles round trip): \$85.00
- CEMA refinances basic fee: \$115.00
- 1st & 2nd mortgage basic closing: \$140.00
- Trip fees: \$25.00
- Additional properties (loans) in one closing: \$70 (each)
- Additional print fee (every 50 pages >150): \$15.00
- Replacement package print fee \$15.00
- Fax back: \$10.00
- Buyer and seller signing fee: \$25.00
- Cash purchase closings: \$75 (all)
- Misc. document signing: \$40.00 (all)
- Cancelations: (print & trip) \$50.00, (print only) \$25.00

Travel based on profile address only. Most payments will be cut within 30 days but can be delayed as a result of issues that need correcting or post office delivery delays. Fees listed above may vary per state.

Reviewed and accepted by:

Notary/Attorney/Vendor

Print Name:



VENDOR APPLICATION CHECKLIST

- W9
- Copy of any certificates or course completions in the loan signing fields
- Copy of any background checks received within the last 2 years (some lenders may require 1 year)
- Copy of E & O Insurance (minimum \$25,000 coverage)
- Digital Photo (“head shot” type photo in a professional manner)
- Schedule of fees
- Notary contract
- Vendor registration application
- Signed Bank of America Notary Training Form

When all is complete FAX to 888.382.7656 or SCAN to registration@thecloserllc.com.
File must be less than 10MB.

Vendor Registration Application



Please type or complete in ink and forward package by mail or in person to the address above. Strike-throughs with initials will be accepted. White out will not be accepted.

Prospective vendors are required to complete a Vendor Registration Package prior to the placement on our preferred list. It is the vendor's responsibility to keep information current, complete and accurate, by submitting any updates to registration@thecloserllc.com.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

In order to establish a file for your firm, you must enter your firm's FEIN. This number becomes your "Vendor Number". Please enter your Federal Employee Identification Number (FEIN) or if none, then enter the owner's Social Security Number (SSN).

FEIN/SSN

The Vendor Registration Application is comprised of the following 3 pages. All sections must be completed and submitted. If a question is not applicable, please write "None".

SECTION 1: GENERAL BUSINESS INFORMATION (pages 1-3)

1. NAME OF BUSINESS:

Enter the name of the entity, individual(s), partners, or corporation; followed by any other name used to do business (DBA). This business name shall appear on all invoices submitted to the County.

Name of Entity, Individual(s), Partners or Corporation

Doing Business As (If same as above leave blank)

2a. COMPANY BUSINESS ADDRESS:

Enter the physical address for the main office:

Street Address (P.O. Box Number is not permitted)

City

State

Country

Zip Code

2b. MAILING ADDRESS:

Enter the business mailing address only if different from above. (Leave blank if address is the same as above).

Street Address (or P. O. Box Number)

City

State

Country

Zip Code

2c. PAYMENT REMITTANCE ADDRESS:

Enter the company address where payment of invoices is to be mailed. (Enter even if same as above).

Street Address (or P.O. Box Number)

City

State

Country

Zip Code

3. CONTACT PERSON:

Enter your firm's contact person's name and title.

Mr. Mrs. Ms. _____
First Name MI Last Name

Title

4. FIRM'S TELEPHONE NUMBERS AND E-MAIL ADDRESS:

Enter your firm's telephone number(s) and include long distance and 800 numbers if available, and the fax number for the contact person named above. Enter your firm's e-mail address.

Telephone Number: _____

Fax Number: _____

Toll Free Number: _____

E- Mail Address: _____

5. WORK AREAS OF COMPETENCY/COVERAGE:

Place a checkmark next to the applicable item and enter how proficient you are with each item or applicable information.

Zip codes or Counties of coverage: _____

Languages spoken other than English: _____

E-signings (with laptop/internet access): _____

Residential Refinances & Purchases: _____

Reverse Mortgages: _____

Other (Commercial, etc.): _____

6. YEARS IN BUSINESS:

Less than 1 year 1 - 5 years 6 - 10 years 10+ years

7. REFERENCES:

1. Name: _____ Phone: _____ Relationship: _____ Email: _____

2. Name: _____ Phone: _____ Relationship: _____ Email: _____

3. Name: _____ Phone: _____ Relationship: _____ Email: _____

AFFIRMATIONS AND SIGNATURES

The undersigned hereby certifies that the foregoing statements are true and correct and include all of the material necessary to identify and explain the operation of the business described herein. The undersigned agrees to provide The Closer, LLC with current, complete and accurate information for each project contracted and for all proposed changes in any contractual agreement. Misrepresentations shall be grounds for terminating any contract.

Signed this: _____ day of: _____ 20 _____

Sign by: _____ Name of Firm: _____

Print Name: _____ Title: _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)		
	Business name/disregarded entity name, if different from above		
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	<input type="checkbox"/> Exempt payee
	Other (see instructions) ▶		
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
City, state, and ZIP code			

List account number(s) here (optional)

Taxpayer Identification Number (TIN)

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

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

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Social security number

- -

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

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

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

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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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, 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 Part II instructions on page 3 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. 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 the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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, and payments for services paid by a federal executive agency.

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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), 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 the chart on page 4 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 Social Security Administration 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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 domestic 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, below, and items 4 and 5 on page 4 indicate 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 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), 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

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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* on page 1.

*Note. 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, social security number (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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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. 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.



VENDOR SERVICES AGREEMENT

This Vendor Services Agreement (the “Agreement”) is made this _____ day _____ of, 20_____, (the “Effective Date”) by and between The Closer, LLC, a Florida limited liability company, having an address at 129 West Trade Street, 9th Floor Charlotte, NC 28202 and the undersigned independent contractor (the “Contractor”) (collectively, the “Parties”).

WHEREAS, The Closer, LLC provides residential and commercial loan closing services to its clients nationally through its relationships with independent notaries who oversee and facilitate the execution of loan documents to ensure that such documents have been properly executed, witnessed and notarized; and

WHEREAS, Contractor desires to enter into an agreement with The Closer, LLC to provide such services upon the terms and conditions stated herein.

NOW THEREFORE, in consideration of the promises, terms and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services

Contractor hereby agrees to provide the following services (collectively, the “Services”):

- 1.1. Upon acceptance of a loan closing assignment, Contractor shall convene with the borrower(s) and any other necessary parties to the transaction at an agreed upon time and place to facilitate the proper execution, witnessing and notarization of all loan documents (collectively, the “Closing”).
- 1.2. Contractor shall provide the borrower(s) with a copy of all Closing documents.
- 1.3. Following completion of the Closing, Contractor will submit via email, facsimile or any other agreed upon media, all such Closing documents as identified and requested by The Closer, LLC, otherwise known in the industry as fax-backs.

- 1.4. On the Closing date, Contractor shall deposit all Closing documents in overnight mail for next day delivery addressed to a party as designated by The Closer, LLC using either an overnight courier account to be provided by The Closer, LLC or a pre-addressed overnight courier envelope
- 1.5. Within two (2) hours after the scheduled Closing time, Contractor will provide The Closer, LLC with a status of the Closing via either email, telephone call, online (site and instructions to be provided by The Closer, LLC) or other acceptable means as agreed upon by the Parties.

2. Compensation

- 2.1. Contractor shall be compensated by The Closer, LLC as provided in Exhibit A hereto (the "Closing Fee").
- 2.2. Closing Fees shall be payable to the Contractor within 30 days following completion of the Services. Contractor shall not withhold the completion of Services for accepted Closing assignments due to any delay in payment of Closing Fees by The Closer, LLC.
- 2.3. If any errors or omissions are discovered as a result of Contractor's failure to properly perform its Services, Contractor shall, without delay, cooperate fully with The Closer, LLC or any other party designated by The Closer, LLC, to correct such errors or omissions. Contractor shall be responsible for all costs associated therewith, including shipping and recording fees, which may be deducted by The Closer, LLC from any payment due Contractor for Services, including any future payments.
- 2.4. Contractor shall be responsible for taxes based upon its income or gross receipts. Income will be reported to the Internal Revenue Service by The Closer, LLC each year as required.

3. Duties, Representations and Warranties

Contractor hereby represents and warrants to The Closer, LLC the following:

- 3.1. Contractor shall conduct Closings in a professional manner in accordance with the Signing Agent's Professional Expectations attached hereto as Exhibit A.

- 3.2. Contractor shall identify the Closing documents at the Closing and assist the borrower(s) in any manner requested but shall not make representations, warranties or give legal advice with respect to the Closing documents. All loan specific questions shall be directed to The Closer, LLC or the lender or its representative.
- 3.3. Contractor shall not make any alterations to the Closing documents without consent from The Closer, LLC or the lender or its representative.
- 3.4. Contractor shall be courteous at all times and not speak disparagingly about any party to the Closing including, without limitation, The Closer, LLC, the lender and the title company.
- 3.5. Contractor shall appear and be dressed professionally while attending the Closing in accordance with the Signing Agent's Dress Code attached hereto as Exhibit B.
- 3.6. Contractor shall maintain Errors and Omissions (the "E&O") insurance in an amount not less than twenty-five thousand dollars (\$25,000.00) per occurrence and fifty thousand dollars (\$50,000.00) annual aggregate during the term of this Agreement. Contractor shall provide its E&O declaration page to The Closer, LLC upon its execution of this Agreement and upon each such renewal of its E&O policy and at the request of The Closer, LLC.
- 3.7. Contractor hereby represents that it has knowledge of the Real Estate Settlement Procedures Act ("RESPA"), as the same may be amended from time to time, and will comply with its regulations in regards to any services provided to The Closer, LLC. Specifically, the Contractor understands that Section 8 of RESPA prohibits anyone from giving or accepting a fee, kickback or anything of value in exchange for referrals of settlement service business involving a federally related mortgage loan. In addition, RESPA prohibits fee splitting and receiving unearned fees for services not actually performed.

- 3.8. Contractor agrees to maintain appropriate administrative, technical and physical safeguards for all Closing documents in its possession. These safeguards will: (i) ensure the confidentiality of the Closing documents; (ii) protect against any anticipated threats or hazards to the security or integrity of the Closing documents; (iii) protect against unauthorized access to or use of such Closing documents; and (iv) ensure the proper disposal of all confidential Information as required by Section 501 (b) of the Gramm/Leach/Bliley Act (15 U.S.C. Section 6801 (b)), and the Fair and Accurate Credit Transactions Act.
- 3.9. Contractor shall maintain in good standing any and all licenses required for him/her to perform its Services. If any such license shall terminate or otherwise lapse, Contactor shall notify The Closer, LLC immediately.
- 3.10. Contractor shall fulfill its provision of Services and obligations pursuant to the terms of this Agreement in a timely fashion consistent with common practices in the industry. Contractor is adequately trained to perform the Services and shall perform the Services with reasonable diligence in a professional and workman like manner.

4. Information Security and Confidentiality

- 4.1. Any Closing information or documentation provided to Contractor, orally, in writing or electronically, by The Closer, LLC or any other party to the Closing (for purposes of this Section 4 herein after "Confidential Information") shall be held in strict confidence by Contractor. All such Confidential Information, to the extent applicable, shall be subject to and regulated by the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. (the "GLB Act"). Contractor acknowledges that it has knowledge of the GLB Act and its laws governing the collection, use, disclosure, processing, free movement and destruction of such Confidential Information.
- 4.2. With respect to all Confidential Information, Contractor shall not: (i) provide or make available the Confidential Information in any form to any person other than those employees who have a need to know such Confidential Information in order for Contractor to perform the Services under this Agreement; (ii) reproduce Confidential Information except for use reasonably necessary for the Contractor to perform the Services under this Agreement; (iii) exploit or use Confidential Information for any purpose other than as required for the Contractor to perform its Services under this Agreement; and (iv) utilize Confidential Information for purposes of soliciting the business



of any customer of The Closer, LLC unless it is independently developed by Contractor without use of or reference to Confidential Information.

- 4.3. Contractor shall not keep or maintain any Confidential Information. All such Confidential Information must be returned to a party to the Closing transaction including the lender, borrower(s) or The Closer, LLC. Alternatively, all such Confidential Information can be destroyed pursuant to the applicable provisions of the GLB Act in such a manner that it cannot be reconstructed.
- 4.4. Contractor shall safeguard all Confidential Information and report any breaches thereof in accordance with the Privacy Breach and Event Guidelines attached hereto as Exhibit C. Specifically, Contractor shall notify The Closer, LLC of any suspected or known fraud relevant to its activities under this Agreement, or of any unauthorized access, possession, use, or knowledge, or attempt thereof, of Confidential Information and agrees to cooperate with The Closer, LLC to investigate the occurrence and mitigate the impact of such an event. Contractor shall promptly provide The Closer, LLC with full details of any such event and use all available efforts to prevent a recurrence of any such event.

5. Termination

- 5.1. The term of this Agreement shall commence on the Effective Date and shall continue until terminated as set forth herein.
- 5.2. Either Party may terminate this Agreement at any time and without cause by providing written notice to the other Party.
- 5.3. Upon termination of this Agreement Contractor shall immediately return to The Closer, LLC all completed or uncompleted Closings documents in its possession. Any compensation earned by Contractor up to the effective date of termination shall be payable by The Closer, LLC as specified above in Section 2.

6. Miscellaneous

- 6.1. Independent Contractors In making and performing under this Agreement, the Parties are acting and shall act as independent contractors and not that of master and servant or partnership. Neither Party is, nor will be deemed to be, an agent, legal representative, joint venture, or Partner of the other Party for any purpose. Each Party agrees to assume complete responsibility for its

own employees with regard to federal or state employer's liability, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements, and other Laws. Neither Party shall have any authority to act for or to bind the other Party in any respect, nor shall either Party hold itself out as having such authority. Both Parties agree that either may enter into agreements with other Parties for the provision of the same or similar services.

- 6.2. Remedies for Breach The Parties acknowledge that, in the event of a breach of this Agreement, the non-breaching Party may suffer irreparable damage that cannot be fully remedied by monetary damages. Therefore, in addition to any remedy, which either Party may possess pursuant to applicable law, such Party retains the right to seek and obtain injunctive relief against any such breach in any court of competent jurisdiction.
- 6.3. Entire Agreement: Binding Effect The Parties hereby each acknowledge that no representations, agreements, or promises were made to such Party by the other Party or by any of its employees other than those representations, agreements, or promises specifically contained herein. This Agreement, together with any schedules, amendments or exhibits hereto, constitutes the entire agreement and understanding of the Parties with respect to the matters and transactions contemplated hereby and shall be binding and inure to the benefit of the Parties hereto as well as their permitted successors and assigns, if any. This Agreement supersedes any prior agreement and understanding with respect to these matters and transactions.
- 6.4. Assignment Contractor shall not assign or transfer this Agreement nor delegate any of its rights or obligations hereunder without the prior written consent of The Closer, LLC. Any assignment, transfer or delegation of rights or obligations hereunder in contravention of this Section 6 shall be null and void.
- 6.5. Amendments This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties.
- 6.6. Non-Use of Name Contractor agrees that it will not, without the prior written consent of The Closer, LLC in each instance: (i) use in advertising, publicity, or otherwise the name of The Closer, LLC, or any affiliate

or subsidiary, or any partner or employee, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by The Closer, LLC or its affiliates or subsidiaries; or (ii) represent, directly or indirectly, that any product or any service provided by it has been approved or endorsed by The Closer, LLC.

- 6.7. Waiver No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed on behalf of the Party against whom it is asserted. Any consent by any Party to, or waiver of, a breach of the other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach of this Agreement by such Party.
- 6.8. Survival The provisions of this Agreement, which by their nature survive expiration or termination of this Agreement, shall survive, including, but not limited to the following Sections: DUTIES, REPRESENTATIONS AND WARRANTIES and INFORMATION SECURITY AND CONFIDENTIALITY.
- 6.9. Severability If any of the provisions of this Agreement are declared to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be ineffective to the extent of such invalidity or unenforceability while the other provisions hereof shall remain in full force and effect.
- 6.10. Governing Law This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, without giving effect to its conflict of laws provisions.
- 6.11. Signature/Counterparts This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and both of which, taken together,
- 6.12. Notices All notices, and other documents and communications, permitted or required to be given pursuant to this Agreement shall be deemed duly given: (i) upon actual delivery, if delivery is by hand or courier service; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or electronic means; or (iii) upon the third day following delivery into the U.S. mail if delivery is by registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or as the respective Party may designate by notice delivered pursuant here to:



The Closer, LLC: Attn: Director of Operations
129 West Trade Street, 9th Floor
Charlotte, NC 28202

Contractor: Attn: _____

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. THE PARTIES FURTHER AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES.

(Signature Page to Follow)



In Witness Whereof, the parties below have caused this Agreement to be executed.

CONTRACTOR

By: _____
Print Name: _____
Title: _____
Date: _____

The Closer, LLC

By:  _____
Print Name: **Kevin Somerville**
Title: **Senior Manager**
Date: **6/13/17**

EXHIBIT A SIGNING AGENT'S PROFESSIONAL EXPECTATIONS

The purpose of this document is to share what is expected of signing professionals supporting The Closer, LLC real estate transactions. Each stage of the real estate transactions leaves an impression on the borrower and the signing experience is no exception. Preparedness, professionalism and presentation, among other important attributes, help establish the confidence the borrower has in the signing professional's abilities and ultimately reflect back on our company brand.

GENERAL

The signing professional is expected to perform his/her duties as established by the law and other governing bodies.

Misconduct in any form, to include the mishandling of borrower Closing documents, is not tolerated and will require corrective action. Corrective action includes, but is not limited to:

- Waiver of negotiated signing fees.
- Removal of signing professional from supporting future The Closer, LLC signings for not complying with guidelines on 3 separate occurrences.
- Removal of signing professional from supporting future The Closer, LLC signings at the request of the Title Company or Lender.

COMMUNICATION WITH THE BORROWER

When establishing contact with the borrower it is important that the signing professional properly introduces himself/herself in a manner that assures the borrower of the representative's identity and legitimacy.

- Introduction: "Hello, my name is John Smith with (XYZ Company) and I am handling the signing of your loan with [bank name]".
- If the signing professional receives the borrower's voicemail, the representative should leave a clear message to include their name, role, purpose, and call back number.
- The call back number for the signing professional should have voicemail with a recorded message stating their first and last name, role as notary/attorney, and a professional message.
- The signing professional should confirm with the borrower the signing logistics (date, time, location, copy of ID) and that all parties required to sign the Closing documents will be present at the signing table.

PREPARATION FOR THE SIGNING

Careful preparation for a signing is essential to a positive signing experience. The signing professional should ensure they have everything they need prior to arriving at the signing.

- Obtain directions to the signing location from a reliable resource (borrower, MapQuest, Google maps).
- Print 2 copies of the Closing documents before the signing. One is for execution. The other is for the borrower's records. An electronic copy of the Closing documents is NOT permitted unless the borrower requests it and you should contact The Closer, LLC to facilitate that request.
- Make sure the Closing documents you have are for the borrower you are meeting prior to arrival at closing. If an error is found on the Closing documents you should contact The Closer, LLC immediately.
- Do NOT make corrections to Closing documents without getting approval from The Closer, LLC. Be organized. Have the Closing documents ready to present to the borrower and have plenty of Black and Blue ink pens as required.

PUNCTUALITY

Punctuality is another important aspect of the signing experience and it shows the borrower that their time is valuable.

- BE ON TIME!
- Stay in touch. The signing professional should notify the borrower PRIOR to the scheduled appointment time and advise them of your delay even if the anticipated arrival time is 1 minute past the scheduled appointment time. Preferably, notification to the borrower should occur at least 30 minutes prior to the scheduled appointment time. The signing professional should also notify The Closer, LLC if he or she will be delayed.
- DO NOT OVERBOOK. The signing professional should always leave plenty of time to print, review, and travel to their next signing appointment.
- Do not reassign. If you are unable to make a scheduled appointment, the signing professional should contact The Closer, LLC to discuss options for rescheduling. Do not take it upon yourself to send someone else to your appointment.

APPEARANCE AND HYGIENE

The signing professional should project a professional, well groomed image to include a neat appearance and good personal hygiene. Both business attire and business casual attire are appropriate (Please review the Signing Agent Dress Code – Exhibit B). Smokers should be conscious of the sensitivity of non-smokers as well as the lingering affect that smoking may have on clothing, hair and skin.

COURTESY

The signing professional should always depict professional and respectful behavior during the signing regardless of the signing location (borrower's home, bank branch, borrower's work, etc.) and the informality reflected in the environment.

- Do NOT bring any guests (child, friend, spouse, pet) to a signing. Have your fellow travelers wait outside in your vehicle.
- Park on the street. Never park in the borrower's driveway.
- Use designated walkways and paths to get to the front door. Do not walk on lawns or flower beds. Be careful of tracking any items on your shoes into their homes.
- Introduce yourself as a signing professional at the request of the Lender and the Title Company.
- Be prepared to allow the borrower to review your identification and credentials.
- Greet the borrower with a handshake and wait to be invited in the home. Once inside suggest the most appropriate place to conduct the signing such as a kitchen or dining room table.
- Be respectful of the banking center and their personnel. Make contact with them upon arrival to identify what space is available for the signing.

CONDUCT DURING SIGNING

Each borrower's prior involvement with the signing process will be different. Some have participated in many signings, while others may be completing their first. The borrower may have many concerns or have lots of questions. The signing professional should be prepared to respond appropriately to include calling The Closer, LLC for assistance or help directing the borrower's questions to the appropriate Title or Lender representative. The signing professional's confidence, control, and preparation can influence the direction of the signing.

- Focus complete attention on the borrower and signing activity at hand.
- Do not accept calls during a closing unless it's in regards to the closing at hand.



- Place cell phones, pagers, and other electronic devices on silent or off mode.
- Witness the borrower signing. Do not leave the borrower to sign alone for any reason.
- Present the entire Closing document for review and signature. It is never acceptable to present the signature pages only.
- Be patient. Borrowers should not be rushed through the signing process.
- Be prepared to speak to the general functionality of a Closing document in the package.
- Borrower should direct loan specific questions to their bank representative if they have questions regarding the details of the loan. Any opinion/response from the signing professional may confuse the borrower or imply a promise or commitment outside the scope of the transaction.
- Contact The Closer, LLC immediately if the borrower refuses to sign any Closing documents.
- Respect the importance of this transaction to the companies you represent. Do NOT engage in conversation with the borrower that may discredit either the Lender, Title Company, or The Closer, LLC.
- Do not provide advice of any sort to the borrower or any party involved in the transaction.
- Do not engage in personal conversation with the borrower at any time. No discussion outside of closing is appropriate.
- Avoid small talk of all kinds. Sports, Religion, Politics, News events, or comments on the borrower's home should be avoided at all costs.
- Never use foul language or slang while speaking to a borrower.
- Double and triple check Closing documents for accuracy, missing signatures, or stamps.
- Thank the borrower for their time.
- Forward the executed Closing documents immediately to the appropriate party following the signing.
- The security and protection of borrower information is a priority. The transporting and transmission of the closing package and all related Closing documents/information should be handled with extreme care. Please refer to the Privacy and Breach Event Guidelines (Exhibit C) for further instructions.

EXHIBIT B SIGNING AGENT DRESS CODE

ACCEPTABLE DRESS CODE

Business Attire:

Business suits – men’s & women’s

- Business slacks
- Skirts/Dresses (to the knee or below)
- Dress shirts with tie
- Blouses
- Dress shoes

Business Casual Attire:

- All of the above plus
- Pants:
 - Tailored slacks, dockers, or khakis
 - Capris/Crop pants (must be 4” below the knee)
 - Split skirts (to the knee or below)
- Shirts:
 - Dress shirt without tie
 - Polo shirt (must have collar)
 - Sweaters
 - Sleeveless blouses/dresses (must cover the shoulders, back, and midriff at all times)
- Shoes:
 - Casual dress shoe
 - Sling back/Open-toe shoes

UNACCEPTABLE DRESS CODE

Standards

- No writing and/or logos on any clothing
 - Exception is a small logo such Polo, Nike Swoosh, Lacoste over the chest or on a pocket
- No clothing where undergarments are seen
- No bare backs, cleavage, midriffs or hips
- Nothing too tight, too baggie, too low, or too sparkly
- No rips, tears, holes or shredding of any kind

UNACCEPTABLE DRESS CODE (cont)

- No distracting facial piercings or exposed body piercings
- No inappropriate, distracting or obscene tattoos (must be covered)
- No hair styles/color that are distracting (example Mohawks, unnatural colors)
- No footwear with straps between the toes (example flip-flops/thongs)
- No camouflage
- No skorts
- No mid-calf pants for men
- No overalls
- No head scarves
- No jogging/exercise apparel
- No leggings, stirrup pants, spandex or cycling pants/shorts.
- No halter or tube tops
- No jeans
- No shorts
- No sneakers

EXHIBIT C PRIVACY BREACH AND EVENT GUIDELINES

DEFINITION OF PRIVACY EVENT

A privacy event is the unauthorized or inappropriate access or use of borrower information that is provided to signing professional (the "Privacy Event").

- This includes unauthorized or inappropriate access or use of borrower information.
- Information may be in any form (e.g. electronic, paper, verbal, etc.).

Though requirements vary by county, borrower information generally means:
A borrower's name, address, telephone number or email address in conjunction with;

- A national identifier (e.g. social security number);
- Driver's license number;
- Account number;
- Credit or debit card number;
- Personal identification number (PIN) or password that would permit access to an individual's account;
- Health or medical information;
- Biometric data (e.g. finger print, iris scan);
- Any combination of elements that would allow access to someone's data;
or
- Any combination of elements that could reasonably lead to identity theft.

Steps to take during a Privacy Event

- Signing professional must notify The Closer, LLC immediately upon discovery.
 - Call 877.245.8807
- The signing professional must immediately gather information about the Privacy Event including root cause, information on all parties involved or impacted (signing professional, borrower, associates), data elements exposed, dates and locations.
- Do not implement any corrective action, such as corrected mailings, communication with borrowers, media, law enforcement, or regulatory bodies without The Closer, LLC 's approval.
- Cooperate with The Closer, LLC, Lender, or Title investigations by participating in meetings as requested and providing timely responses to data requests.
- Implement process improvements (if necessary), to prevent future occurrences

GUIDELINES FOR HANDLING BORROWER DATA

All data containing borrower information must be sent securely at all times:

- Email channels must be encrypted.
- Secured platforms are the preferred method of data sharing.
- No data should be stored/retained onto laptops or removable media.
- Signing professional must permanently delete closing documents once the signing is complete (i.e. do not retain on laptop or removable media).

Closing Document Security

- All Closing documents must remain in possession of signing professional and be secured at all times.
- Never leave unauthorized closing documents at a borrower's home (i.e. another borrowers' closing documents).
- Secure data when in transit (lock cars and doors at all times).
- Do not leave the closing documents in a visible location. Closing documents should always be inside a brief case, bag, or trunk.
- Secure every attachment to closing documents or data/devices holding closing documents.
- Properly dispose of files that have sensitive information on them, i.e. shredding.
- Always double check the accuracy and security of your work.

Faxing Closing Documents

- Do not hand loan closing documents to be faxed to another party unless that party has express rights and permissions to so.
- Ensure faxing is to a secure location and the recipient is available to receive the data.
- Confirm fax number before sending is accurate.
- Ensure cover sheet is used.

Shipping

- Use secure methods of delivery for shipping.
- Ensure Closing documents are being shipping are only for that intended recipient.
- Do not co-mingle Closing documents.
- Ensure that all Closing documents are in a sealed secure shipping package.
- Verify the Ship To address and phone number.
- Retain shipping tracking information.
- Drop loan package in a drop box. Do not leave it in someone's care to be picked up.

BANK OF AMERICA TEAM TRAINING

SCRA

(Servicemember's Civil Relief Act)

Notification

&

Deceased Customer Notification

1.0 PURPOSE

The purpose of this training is to inform that Bank of America has established procedures in place when the Vendor (Boston National Title Bank of America Team and its subcontractors including the Closer LLC) discovers that the borrower(s) are active military service members and/or the borrower(s) died after the application was opened.

2.0 SCRA (SERVICEMEMBER'S CIVIL RELIEF ACT) NOTIFICATION

When you hear any of the trigger words from the borrower and/or spouse, please send an e-mail to your supervisor immediately (Natalie Fisher nfisher@BostonNationalTitle.com) and cc: BACTeam@BostonNationalTitle.com so that Bank of America can be notified. This is to ensure that the borrower(s) are receiving certain military benefits required by law.

Triggers words:

- 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

If there are other indications that Bank of America is already aware of the military status of the borrower(s), then you will not need to notify. Example: the new loan is VA loan, the signing is at the military base, etc.

3.0 DECEASED CUSTOMER NOTIFICATION

When you are notified that the borrower or vested owner(s) have died on an active file, please send an e-mail to your supervisor immediately (Natalie Fisher nfisher@BostonNationalTitle.com) and cc: BACTeam@BostonNationalTitle.com so that Bank of America can be notified.

If there are other indications that Bank of America is aware of the deceased borrower(s), then you will not need to notify.

Notary Name: _____

Date: _____

BANK OF AMERICA COMPLAINT ESCALATION AND NOTIFICATION PROCESS

Customer complaints are immediately escalated to Kevin Somerville. Once he understands the nature of the complaint he will notify Natalie Fisher. Together they will determine the fastest path to resolution. In the meantime, Natalie will notify the appropriate Bank of Boston manager according to pre-determined protocols for communicating resolution with the customer.