

Agreement Addendum – V1.0

As you may be aware, clients of Mortgage Connect (“MC”) are subject to the jurisdiction of federal and state governmental agencies with the power to regulate and oversee their mortgage lending, servicing and related activities. With our clients being subject to this supervision, they often find themselves obligated to comply and participate with periodic audits and examinations. On occasion, MC is asked by its clients to assist in these audits and examinations which in large part require our clients to demonstrate it has the appropriate policies, procedures and controls in place at not only the client level, but also with its service providers (i.e. MC and its third party agents and contractors). As such, MC anticipates being asked by its clients to provide information regarding your (“Vendor”) policies, procedures and controls in fulfilling orders for MC. In consideration of being an approved Vendor for MC, Vendor agrees to the following representations, some of which you may have previously agreed to and are reaffirming, by checking “Accept & Comply” to each of the following:

- a. Compliance with Applicable Laws – Vendor, its employees and agents, will comply with all laws, rules, regulations and other legal requirements applicable to Vendor when fulfilling orders for MC. This includes state laws enacted to protect consumers from unfair, deceptive or abusive acts and practices. Vendor will have controls in place, and training for its employees and agents, to ensure compliance with these applicable laws.
- b. Confidential Information & Nonpublic Personal Information – Vendor shall comply with all state and federal privacy and data protection laws, rules, and regulations, including the Gramm-Leach-Bliley Act (P.L.106-102) (15 U.S.C. §§ 6801 et seq.). Vendor has in place adequate safeguards (i) to ensure the security and confidentiality of customer records; (ii) to protect against any threats to such records; and (iii) to protect against unauthorized access to or use of such records. Vendor shall immediately notify MC if vendor discovers there has been any breach or compromise in its security safeguards.
- c. Audits – Vendor agrees to comply with any audit requests made by MC, especially any requests that may be made on behalf of a regulator or investor of a MC client. MC may ask Vendor for information relating to Vendor’s policies, procedures, controls and compliance with Applicable Laws, facilities, systems, databases, financial statements, training materials, customer complaint tracking logs, and/or the maintaining and securing of confidential information and nonpublic personal information. Some audits may require, upon advance notice to Vendor, an onsite visit at Vendor’s office conducted during reasonable business hours.
- d. Staff and Agent Compensation – Vendor will not compensate staff or agents in a manner that incents one to engage in inappropriate sales practices.
- e. Service Level Failure - If Vendor fails to meet a service level expectation in fulfilling an order, upon request, Vendor will promptly provide MC 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.
- f. Criminal Charges – If Vendor, its staff and/or agents, is charged with committing a crime of dishonesty or breach of trust, it must be reported to MC immediately.
- g. Orders Fulfilled By Vendor – Vendor acknowledges and agrees that orders fulfilled by Vendor are MC’s and its client’s 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”.
- h. Equal Opportunity Employer - Vendor shall abide by all state and federal laws that prohibit discrimination based on one’s status as protected veterans, individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex, or national origin.
- i. Customer Complaints – Vendor maintains a process for identifying and reporting immediately to MC all customer complaints that arise in fulfilling an order. When reporting a complaint, Vendor is to provide any relevant notes, analysis, findings, and/or correspondences.
- j. Identity Theft - Vendor has procedures in place to detect, prevent, and mitigate the risk of identity theft when fulfilling orders for MC. If Vendor believes an event of identity theft may have occurred in fulfilling an order, Vendor is to contact MC immediately.
- k. Computer Viruses – Vendor maintains anti-virus software on their computer systems and shall not, contain or transmit any computer code designed to disrupt, disable the operation of MC and its computer systems (referred to as “viruses” or “worms”).
- l. Encryption – Vendor has properly secured all non-public customer information stored on their computer systems: desktops, laptops, portable devices, or other portable media and encrypts such information when transmitting across public networks or wirelessly. Vendor permanently deletes and disposes of any non-public customer information off such devices when such information is no longer needed in fulfilling an MC order.